

Work Education Release and Electronic Home Detention Options for King County Proviso Response

Prepared in response to Ordinance 18409, Section 19, P1

April 28, 2017

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I. INTRODUCTION

The 2017-18 Executive Proposed budget included a number of budget cuts in General Fund supported agencies to address a significant financial gap in the General Fund. In the Department of Adult and Juvenile Detention budget, a proposal was made to completely close the King County Work Education Release (WER) and Electronic Home Detention (EHD) programs on January 1, 2018. The King County Council revised this proposal in the 2017-18 Adopted Budget to continue EHD operations in 2018 but still close WER operations sometime in 2018.

The 2017-18 Adopted Budget includes a proviso in the Office of Performance, Strategy and Budget (PSB) budget to analyze options for providing WER and EHD programs as an alternative to the potential program closure in 2018. This report fulfills the requirements of this 2017-18 budget proviso. The full proviso language is provided in the next section.

Proviso Text – Section 19, PSB Budget

PI PROVIDED THAT:

Of this appropriation, \$100,000 shall not be expended or encumbered until the executive transmits a report on options for providing electronic home detention and work education release programs and a motion that should approve the report, and a motion is passed by the council. The motion shall reference the subject matter, the proviso's ordinance, ordinance section and proviso number in both the title and body of the motion. The office of performance, strategy and budget shall convene a work group of representatives from the department of adult and juvenile detention, superior court, district court, department of public defense, prosecuting attorney's office, council staff and other appropriate parties, to elicit information and recommendations to include in the report.

The report shall include, but not be limited to:

- A. A review of electronic home detention and work education release programs that have been implemented by other jurisdictions;
- B. A review and description of any legislative or statutory restrictions specific to electronic home detention and work education release programs;
- C. A range of options for implementing a modern electronic home detention and work education release programs for women and men, addressing program characteristics including program size, location and programming. A therapeutic model for implementing those programs, based on the best practices in the industry, shall be included as one of the options;
- D. Implementation timelines for each option, including a timeline that implements a new electronic home detention model before January 1, 2018;
- E. Analysis of the operating and capital costs, and scalability of the identified options;
- F. Analysis of potential funding strategies for the identified options;

G. Analysis of the potential effect implementation of the identified options would have on the average daily population in secure detention for the department of adult and juvenile detention and any potential recidivism reduction;

H. Analysis of potential options for, and benefits from, contracting with other jurisdictions; and

I. Analysis of how the proposed options for electronic home detention and work education release programs can be integrated with, or otherwise benefit from, existing or planned programs originating from the county's recidivism reduction and reentry project, Mental Illness and Drug Dependency Service Improvement Plan programs, veterans and human services levy programs, therapeutic courts or other department of community and human services programs, supporting participants and clients who are also be engaged in the criminal justice system.

The executive must file the report and motion required by this proviso by April 28, 2017, in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff, the policy staff director and the lead staff for the law and justice committee, or its successor. If the plan and motion are not transmitted by that date, appropriation authority for the \$100,000 restricted by this proviso will lapse.

Proviso Workgroup

In response to the WER/EHD proviso described in the previous section, the Office of Performance, Strategy and Budget convened a multi-agency workgroup four times during the first quarter of 2017 to explore options and analysis of WER and EHD programs. The workgroup includes members from the following King County agencies:

- Department of Adult and Juvenile Detention
- Superior Court
- District Court
- Prosecuting Attorney's Office
- Department of Public Defense
- Office of Labor Relations
- Executive's Office
- County Council Staff
- Office of Performance, Strategy and Budget

Additional information and assistance in developing this proviso report was provided by the Department of Community and Human Services, Facilities Management Division, and Jail Health Services. The full list of workgroup members can be found in Appendix A.

II. CURRENT WORK EDUCATION RELEASE AND ELECTRONIC HOME DETENTION PROGRAMS

History of Programs

Work Education Release is a community-based program designed to allow eligible individuals to be released from custody in order to work or obtain education. King County's work release program began in 1964 and was rebranded in 1984 to include education. It has operated on the 10th floor of the King County Courthouse (KCCH) since 1989. In addition to the WER capacity in KCCH, DAJD has additional beds available in Washington State Department of Corrections (DOC) facilities through its contract with DOC.

The Washington State Sentencing Reform Act of 1981 established the authority for local governments to provide various community custody programs including home detention, which it defined as a program of partial confinement in which the individual is confined in a private residence and subject to electronic surveillance. King County established its Electronic Home Detention program in 1988. The original program required that the individual have a landline with a corded phone and no additional features such as call waiting. At that time, King County also had a supervised release program which required regular check-ins with program staff, but that program no longer exists.

In 2003, the King County Council established the Community Corrections Division (CCD) of the Department of Adult and Juvenile Detention (DAJD) and placed both WER and EHD under CCD's management. Budget reductions in the 2015-2016 Biennial Budget reduced the capacity of WER at KCCH from 150 to 75 by closing the 11th floor and changing the eligibility criteria to include only individuals with a job or participating in a therapeutic court program.

Current Work Release Program

Facility and Operations

King County's WER program currently operates on the 10th floor of the King County Courthouse, which was originally designed as the County's jail when the upper floors of the Courthouse were opened in 1931. Although the County has performed maintenance and systems improvements since that time, there has been no significant change to the floorplan of the 10th floor. As is to be expected for a detention facility over 85 years old, the design is not conducive to a modern, therapeutic work release program. For example, cells are cramped and resemble jail cells in old movies, there is no space for programming, and there are numerous hazardous low doorways. Because the steel cells on the 10th and 11th floor are structural and support the 12th floor, remodeling the current space into a more appropriate facility is assumed to be prohibitively costly. In fact, a 2013 study estimated that it would cost \$23 million to demolish the 10th and 11th floor and convert it to general office space.

Security at the facility is provided by two posts staffed by corrections officers (COs) around the clock. Additional staff include four caseworkers who are also responsible for managing the EHD population.

Food for clients housed in WER at KCCH is prepared at the King County Corrections Facility (KCCF) and brought over via a bridge connecting the two buildings. Hot meals are served twice a day, and clients are

given a sack lunch that they can take to their workplace. Coin-operated laundry machines are available for residents' use.

In addition to the capacity at KCCH, DAJD's contract with DOC includes a total of 30 beds available to King County WER participants at two different facilities. The County receives the use of these beds in exchange for DOC's use of 20 beds in King County's secure detention facility; the additional DOC work release beds do not incur any monetary cost to the County. The split of these 30 beds between men and women has varied over the years depending on need. At present, 22 of the contract beds are for men and 8 are reserved for women; these 8 beds are the only WER capacity that DAJD currently has available to women.

WER participants pay a daily room and board rate according to a sliding scale based on hourly wages that is codified in KCC 2.73 (see Appendix B). This fee schedule has not been revised since 1998.

Population

Work education release is currently available to pre- and post-sentence felons and post-sentence misdemeanants. Participants must have a job or be participating in therapeutic court and meet the criteria set in state law. As shown in Exhibit 1 and Exhibit 2, the average daily population (ADP) in 2016 was about 47 people charged with a felony and 23 charged with a misdemeanor.¹ For both misdemeanants and felons, a large majority of the population in WER has been sentenced.²

¹ This includes both those housed at KCCH and those housed at the two DOC facilities, Bishop Lewis House and Ratcliff House.

² "Pre-sentenced" refers to the period of time prior to imposition of a sentence for a booking that also includes sentenced days. "Post-sentenced" refers to the period of time in a booking after a sentence. "Not Sentenced" refers to bookings that are not associated with a sentence. The not sentenced category may include defendants whose charges were dismissed, those released on personal recognizance later in the legal process (who may later be found guilty and sentenced), those sentenced to DOC prison, and therapeutic court defendants who do not have a case resolution entered.

Exhibit 1
WER Misdemeanor ADP by Legal Status, 2015-2016

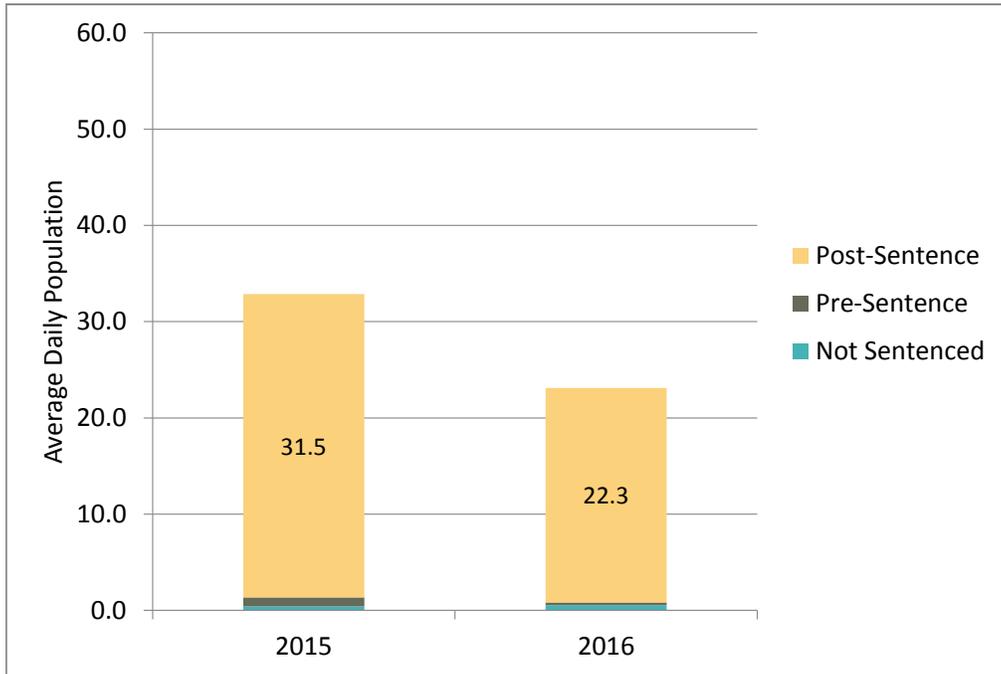
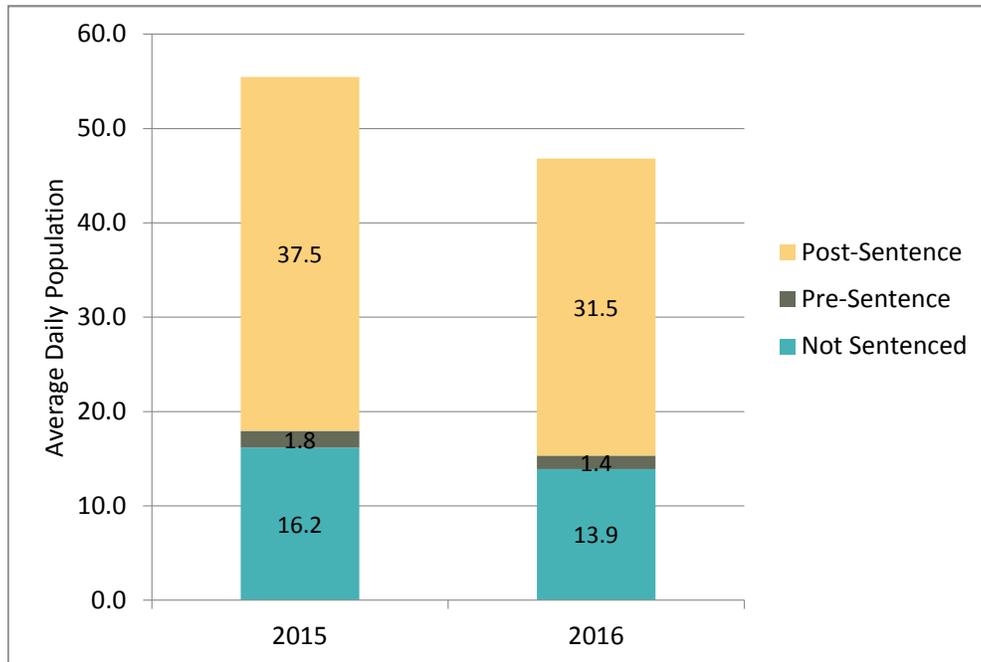


Exhibit 2
WER Felony ADP by Legal Status, 2015-2016



In 2016, misdemeanants released from King County’s WER program had a median length of stay (LOS) of 28 days, while felons had an LOS of 97 days. Exhibit 3 and Exhibit 4 show the count of felony and misdemeanor releases from WER by LOS category, showing peaks in the 11-30 day range for misdemeanants and the 91-180 day range for felons.

Exhibit 3
Misdemeanor Releases from WER by Length of Stay, 2014-2016

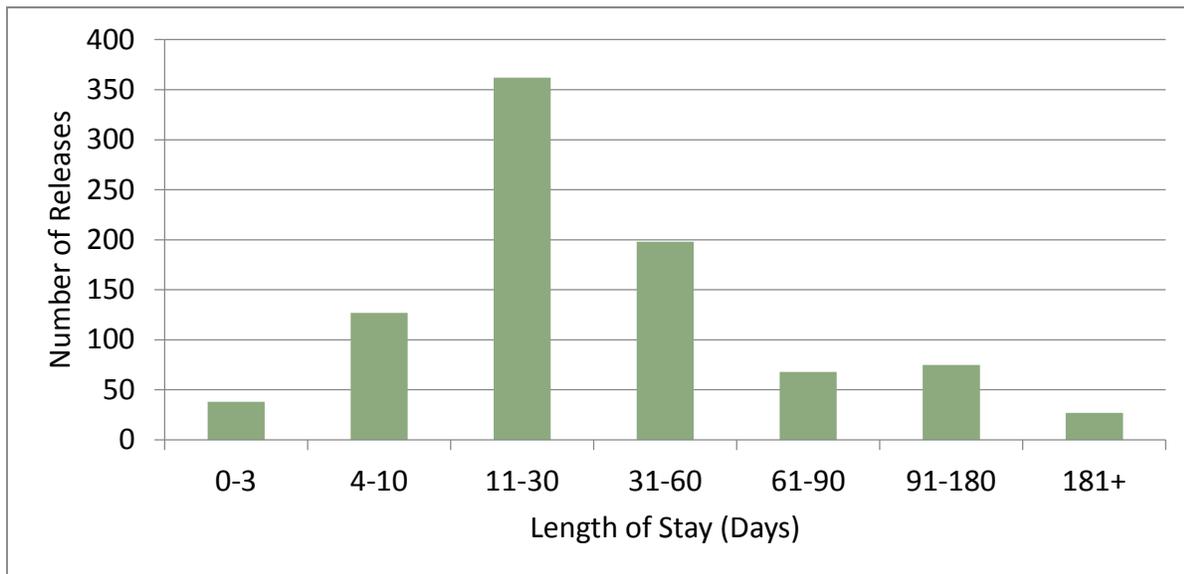
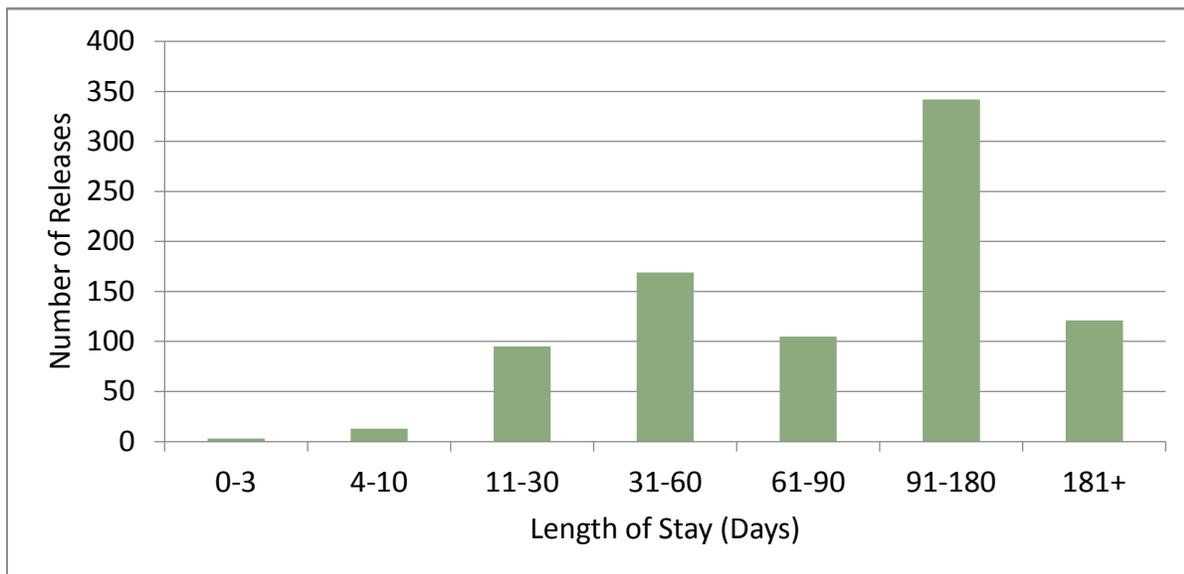


Exhibit 4
Felony Releases from WER by Length of Stay, 2014-2016



Therapeutic Court Population

King County Adult Drug Diversion Court (KCDDC) has utilized WER for approximately 15 years to stabilize drug court participants exiting the Transitional Recovery Program (in-custody, outpatient treatment at the TRP), secure detention, or coming from the streets. Access to WER allows KCDDC to place people in

a structured, highly accountable setting to engage them in treatment and safely transition them to the community. While drug court participants are in WER, they frequently access services in the drug diversion court services office on the 9th floor of the courthouse. Drug court and WER case managers regularly communicate regarding participants' needs and whereabouts.

Historically, KCDDC has had 10 to 40 participants in WER at any one time, decreasing the past two years to between 10 and 20 participants.

Services

As presently operated, King County's WER program does not include any dedicated release planning, behavioral health, education, employment training, or other services. Although there are four caseworkers devoted to WER and EHD, their focus is on verifying employment and payment of fees and following up on EHD violations, not providing direct services. According to CCD, current WER participants are required to have employment so they do not access the employment and behavioral health programming available through the Community Center for Alternative Program (CCAP).

Medicaid regulations state that clients lose eligibility when they are incarcerated, which includes detention in work release. However, Jail Health Services does not provide services to WER participants, meaning that unless they are independently insured, WER participants generally do not have access to healthcare services. Some WER participants do obtain healthcare independently and have prescription medications. Because WER does not have any medical staff, medications are kept in a locker that participants can access and take in front of corrections officers before returning them to the locker.

Major Challenges

The core challenge for work education release in its current location is the poor state of the facility on the 10th floor of the King County Courthouse. Aside from health and safety concerns such as low doorways, the current facility's look and feel of an old-fashioned jail is not conducive to the therapeutic environment envisioned by the workgroup. Furthermore, the current facility does not have space for programming and does not offer valuable services such as behavioral health therapy, risk/needs responsiveness assessment, GED classes, or release planning.

According to CCD, the current 8 beds available to women through the contract with DOC are insufficient to meet demand, and potential residents are frequently told to go back to court and ask the judge to extend their date of entry into WER. CCD has attempted to increase the number of female beds available through the contract, but thus far DOC has been unable to meet the County's request due to their own needs.

Current Electronic Home Detention Program

Facility and Operations

King County's electronic home detention program is operated out of the WER facility on the 10th floor of KCCH. The equipment is provided through a contract with BI Incorporated (see Appendix C), which also serves the Juvenile Division of DAJD through the same contract. This contract specifies that BI will provide capacity to monitor 100 adults and 45 youth. The equipment consists of tamper-proof ankle bracelets and a base unit, which must be plugged in to a wall outlet. Unlike older systems, King County's equipment uses the cellular network to inform CCD staff of violations – although CCD has landline-based units available, they are rarely used. Besides leaving the range of the base unit, other things that can

trigger a violation notice include attempting to remove the ankle bracelet, loss of power to the base unit, and moving the base unit (i.e., so that it cannot be attached to a battery and carried in a backpack). King County's contract with BI does not include other electronic monitoring options such as transdermal alcohol monitoring or GPS technology.

Once enrolled in EHD, caseworkers set up a routine schedule when the participant is required to be in their home. If they leave at approved times for work, grocery shopping, or other appointments, they must present caseworkers with signed slips documenting their activities. During business hours, administrative staff receive notices of violation and pass them on to caseworkers for follow-up by phone. If the caseworker determines that the violation is serious enough, it will be reported to the Court, which may levy a sanction.

According to CCD, community corrections caseworkers and other staff (see Exhibit 9, below) spend approximately 40 percent of their time on EHD. Specific tasks performed by caseworkers include enrolling clients in EHD, following up on violations and notifying the Court when necessary, and making home visits.

EHD participants pay daily fees according to the same fee schedule as WER participants, given in KCC 2.73 (see Appendix B).

Population

As shown in more detail in the Legislative and Statutory Restrictions section, Washington State law restricts which individuals are eligible for EHD. In King County, EHD is used by both felons and misdemeanants. As shown in Exhibit 5 and Exhibit 6, the ADP in 2016 was about 17 for misdemeanants and 22 for felons.³ Driving under the influence (DUI) is the most common charge for those held under EHD, comprising approximately two-thirds of misdemeanor EHD cases in 2015 and 2016. This is due in part to state laws mandating EHD for individuals convicted of certain DUI offenses.

³ "Pre-sentenced" refers to the period of time prior to imposition of a sentence for a booking that also includes sentenced days. "Post-sentenced" refers to the period of time in a booking after a sentence. "Not Sentenced" refers to bookings that are not associated with a sentence. The not sentenced category may include defendants whose charges were dismissed, those released on personal recognizance later in the legal process (who may later be found guilty and sentenced), those sentenced to DOC prison, and therapeutic court defendants who do not have a case resolution entered.

Exhibit 5
EHD Misdemeanor ADP by Legal Status, 2015-2016

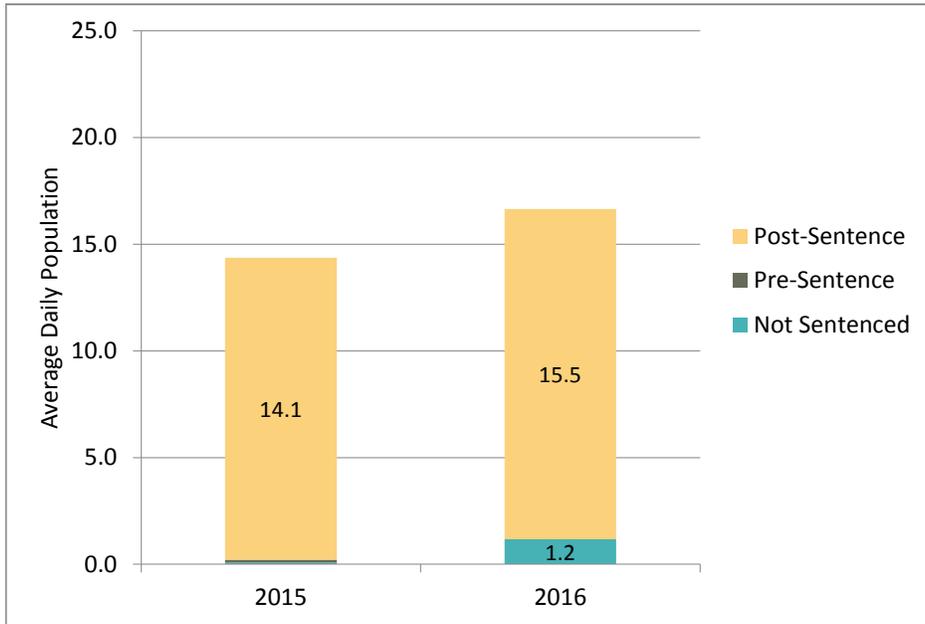
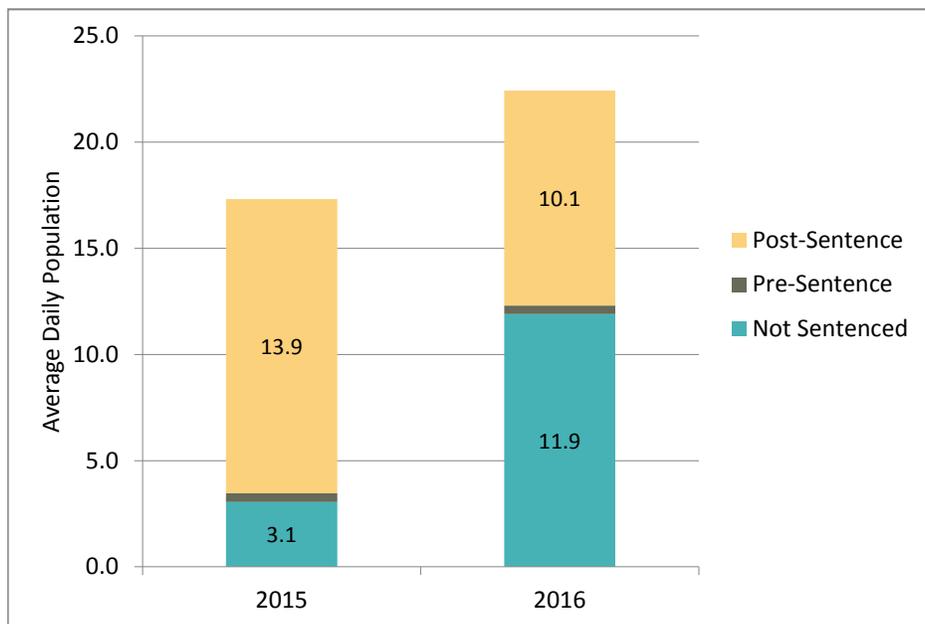


Exhibit 6
EHD Felony ADP by Legal Status, 2015-2016



In 2016, the median length of stay for individuals released from King County EHD was 19 days for misdemeanants and 61 days for felons. Exhibit 7 and Exhibit 8 show the count of felony and misdemeanor releases from EHD by LOS category, showing peaks in the 11-30 day range for misdemeanants and no clear pattern for felons.

Exhibit 7
Misdemeanor Releases from EHD by Length of Stay, 2014-2016

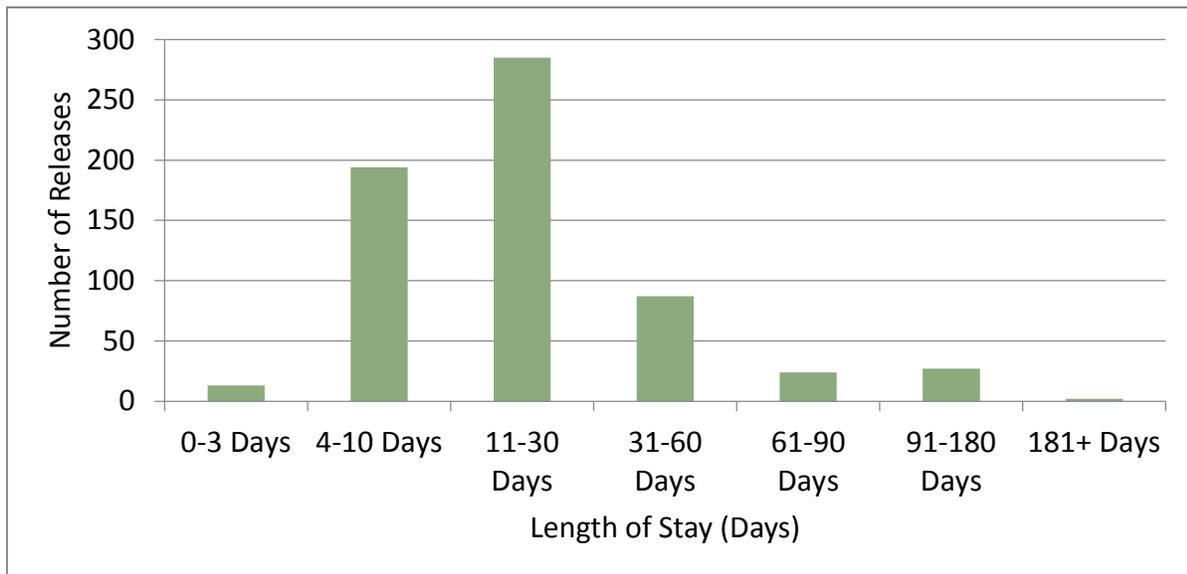
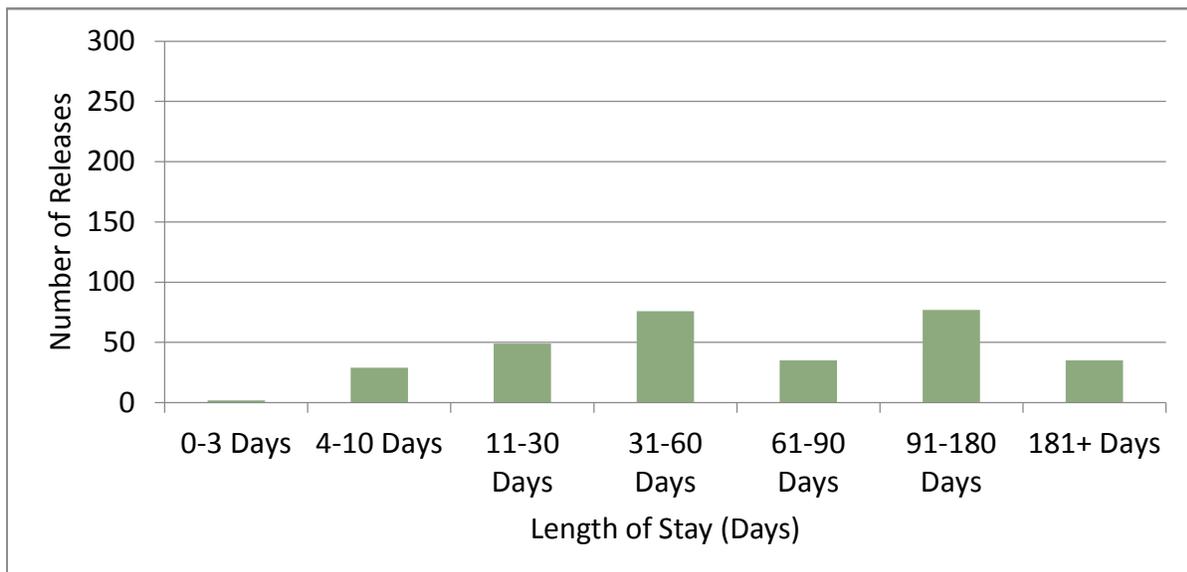


Exhibit 8
Felony Releases from EHD by Length of Stay, 2014-2016



Services

As with WER, CDD does not offer release planning, behavioral health, education, employment, or other services specifically targeted towards EHD participants. However, according to CCD staff, EHD

participants can get a pass to receive services available through CCAP, although at present EHD participants use these services infrequently.

Major Challenges

The limited technology available to King County currently represents the biggest challenge preventing greater use of EHD. For example, it is likely that if transdermal alcohol monitoring were available, District Court judges would be more likely to order DUI defendants to EHD with alcohol monitoring rather than sending them to jail on pretrial bail. Similarly, if GPS tracking technology were available, judges may be more willing to order defendants to stay away from certain locations instead of sending them to jail. Another challenge reported by CCD staff is that violations are not screened by the vendor so that they must review every single violation, which may include someone briefly leaving their house to take out the trash. Finally, although CCD uses a sliding fee scale to recover costs from participants (see Appendix B), affordability issues raise equity and social justice concerns. For example, the workgroup heard anecdotal reports of judges allowing defendants to go to EHD instead of jail if they are able to find a third party monitoring agency that offers transdermal monitoring and pay the fees required by the agency.

WER/EHD Budget and Staff

Exhibit 9 gives the budgeted staffing level for WER and EHD since 2013. The program staff identified in the table have responsibilities to both programs; according to CCD, current staff spends approximately 60 percent of its time on WER and 40 percent on EHD. Additionally, note that the corrections officers are not dedicated to WER and are budgeted separately. The corrections officer FTEs given represent an estimate based on two 24/7 posts currently in place at WER.

Exhibit 9 reflects changes to WER/EHD staffing from 2013-2018. These include the reduction in WER capacity at KCCH from 150 to 75 in the 2015-2016 Biennial Budget, the planning TLT added to the 2017-2018 Biennial Budget by the King County Council, and the elimination of WER at the end of 2017.

Exhibit 9
WER/EHD Budgeted Staffing Level, 2013-2018

	2013	2014	2015	2016	2017	2018
Admin Specialist II	1.0	1.0	1.0	1.0	1.0	1.0
Admin Specialist III	1.0	1.0	1.0	1.0	1.0	--
Community Corrections Caseworkers	6.0	6.0	4.0	4.0	4.0	3.0
Community Corrections Supervisor	1.0	1.0	1.0	1.0	1.0	1.0
Community Corrections Administrator	1.0	1.0	1.0	1.0	1.0	--
WER/EHD Planning TLT	--	--	--	--	1.0	1.0
Total Program Staff (Cost Center 910200)	10.0	10.0	8.0	8.0	9.0	6.0
Corrections Officers	12.56	12.56	10.68	10.68	10.68	--
Total Staff	22.56	22.56	18.68	18.68	19.68	6.0

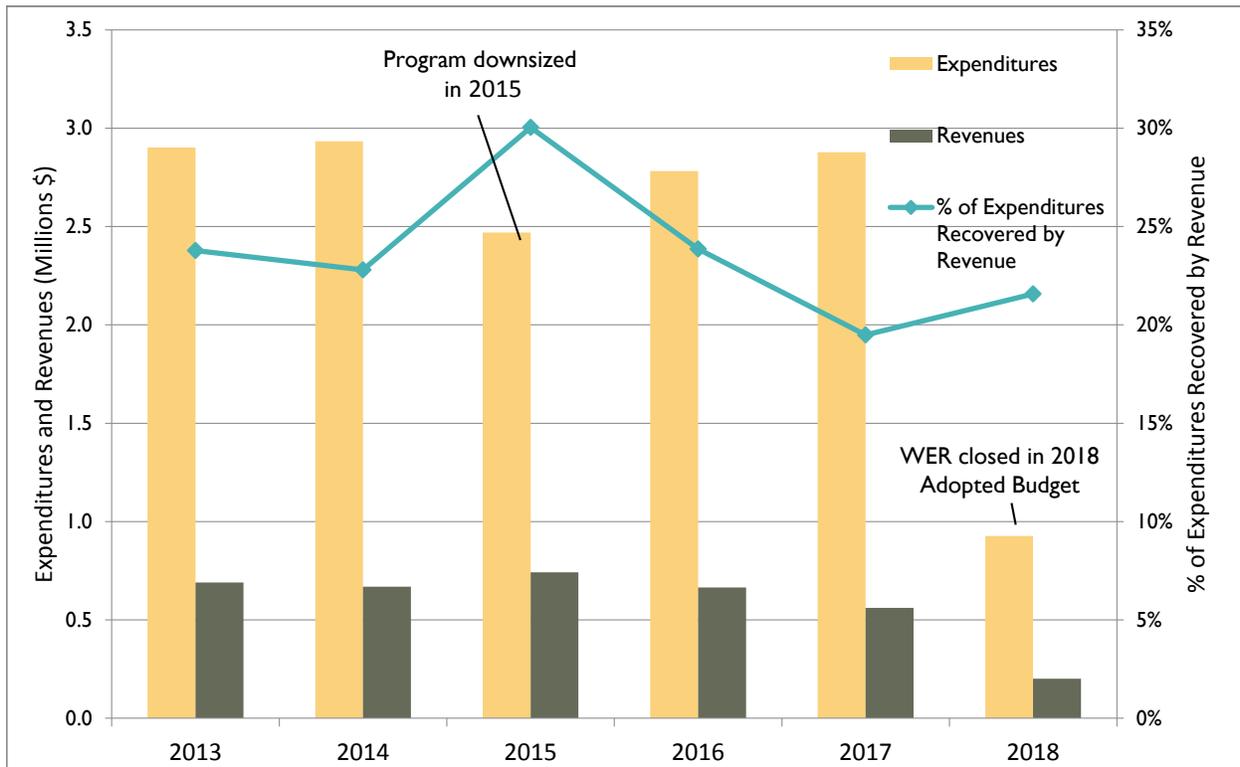
Exhibit 10
WER/EHD Expenditures and Revenues, 2013-2018

	2013		2014		2015		2016		2017	2018
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Budget
Expenditures (910200)	1,318,000	1,010,000	1,338,000	995,000	948,000	962,000	986,000	1,229,000	1,199,000	927,000
CO Cost	1,307,000	1,307,000	1,351,000	1,351,000	1,132,000	1,132,000	1,143,000	1,143,000	1,224,000	--
Facilities (KCCH 10 th & 11 th fl.)	585,000	585,000	588,000	588,000	376,000	376,000	411,000	411,000	455,000	
Total Expenditures	3,210,000	2,902,000	3,277,000	2,934,000	2,456,000	2,470,000	2,540,000	2,783,000	2,878,000	927,000
WER Revenue	308,000	481,000	503,000	537,000	400,000	617,000	400,000	543,000	400,000	50,000
EHD Revenue	235,000	196,000	187,000	118,000	150,000	115,000	150,000	112,000	150,000	150,000
Other Revenue	12,000	13,000	13,000	14,000	11,000	10,000	11,000	9,000	11,000	--
Total Revenue	555,000	690,000	703,000	669,000	561,000	742,000	561,000	664,000	561,000	200,000
% of Expenditures Recovered by Revenue	17%	24%	21%	23%	23%	30%	22%	24%	19%	22%

Exhibit 10 shows the budgeted and actual expenditures and revenues for WER/EHD since 2013. The cost of the corrections officers is estimated based on the FTE counts shown in Exhibit 9 and includes average salary and benefits not including special pays and overtime.

Exhibit 10 does not include the cost of food for participants, which DAJD estimated at \$21,000 in 2016. Note that when WER capacity was reduced in 2015, the revenue collected did not decrease, presumably because the individuals who no longer had access to WER were those that did not have jobs and were therefore not expected to pay WER daily fees. As illustrated in Exhibit 11, the revenues as percentage of expenditures rose when the program was reduced in 2015, although it returned to 2013-2014 levels in 2016.

**Exhibit 11: WER/EHD Expenditures and Revenues, 2013-2018
(2013-2016: Actuals; 2017-2018: Budget)**



III. REVIEW OF PROGRAMS IN OTHER JURISDICTIONS

To review work release and electronic home detention programs in other jurisdictions, members of the workgroup conducted a literature review, reached out to other programs locally, participated in a site visit to a federal work release facility in Tacoma operated by Pioneer Human Services, and attended a presentation on the EHD program operated by Seattle Municipal Court. To supplement and broaden this review, 10 out-of-state peer jurisdictions with work release and/or electronic monitoring programs were interviewed. Summaries of all these activities are included in this section.

Work Release Programs in Puget Sound Region

Snohomish County

The Snohomish County Sheriff's Office operated a work release through their Community Corrections program until very recently. It was closed in December 2016 due to budgetary constraints.

Washington State Department of Corrections

The Washington State Department of Corrections utilizes a variety of work release settings throughout and near King County. Most of these facilities are run by Pioneer Human Services, with the exception of the Reynolds site. DOC generally uses their WER facilities as a step-down from participants' stays in state prisons where they may have been incarcerated for years. These facilities are also used as half-way back

facilities where people released from DOC custody might go for non-compliance related issues rather than straight to a county jail. They generally offer programs for participants.

Most DOC WER facilities will accept individuals with almost any criminal violation. The exception would be in situations where children are placed with their parents in a WER facility; some level 3 sex offenders are not permitted in those facilities. As described earlier, King County (DAJD) has a jail service agreement with DOC that provides for a reciprocal bed exchange where King County can use up to 30 WER beds and DOC can house up to 20 DOC participants with the county at no charge. This agreement has been in place for many years and was started because the county has no female WER facilities. DAJD and DOC have had discussions about expanding the availability of DOC WER beds to DAJD but DOC continues to have challenges even finding space for all DOC participants. Accordingly, they are currently unable to provide additional WER beds to the county.

Federal facility in Tacoma Tideflats

The Tacoma Residential Reentry Center (TRRC) houses both males and females who are in the custody of the Federal Bureau of Prisons, or under the supervision of US Probation or Pre-trial Services. The facility is run by Pioneer Human Services and has a 75-bed capacity.

TRRC helps residents transition back into the community through an array of programs offered onsite, including chemical dependency and mental health counseling, job readiness training via the Roadmap to Success training program, family rebuilding classes, resource services, and an employment outreach coordinator to help residents secure jobs. While in this reentry program, residents are expected to find employment or enroll in school, establish restitution payments, develop a budget, create a savings plan, and find housing before being released. TRRC residents are required to pay 25 percent of their income for room and board to offset federal payments to the vendor.

Although the TRRC is a federal facility dealing with a different population than the King County work release program, it is an interesting comparable from a facilities perspective. The facility is located in an industrial area of the Tacoma Tideflats and is not in a downtown location with immediate access to transit or other services. As a result, the program offers a shuttle to take participants to and from the nearest bus stop (five minutes away), and allows participants with their own vehicles to drive to and from the facility. The facility also offers a number of programs on site so participants do not need to travel to take advantage of programming.

The facility is co-ed with a common living space with a television and dining area. It has an open floorplan with lots of windows so that it feels more like a dormitory than a secure facility.

The TRRC was built by refurbishing an old furniture manufacturing building and cost about \$8 million to construct. The high cost was due in part to the federal RFP process, which required Pioneer to provide an operational facility within 120 days – it is likely that costs would have been lower with a less aggressive schedule. If the County explores potential locations in industrial areas, the TRRC is a comparable to consider for facility and program design concepts.

Electronic Home Detention Programs in Puget Sound Region

Seattle Municipal Court

The City of Seattle operates its own electronic home monitoring (EHM) program through a contract with Sentinel Offender Services (see Appendix D). Unlike King County's EHD system, participants pay fees to the vendor directly, and the contract itself is at no direct cost to the City. In order to ensure access for low income participants, the City's contract with Sentinel specifies that, "The vendor will allow at least 25% of its daily population to be on indigent pay list [i.e., subject to reduced fees]. Of this indigent pay list up to 5% of participants will be offered at a 'free of charge' option." The contract also specifies that the vendor will provide case management services that are performed by CCD staff in King County's EHD program. These services include participant initial contact, orientation, and enrollment; installation of devices; and the scheduling of office visits with participants for compliance purposes. Violation reports are sent directly to Seattle Municipal Court for disposition.

Sentinel Offender Services offers a variety of equipment with different pricing depending on the Court's orders and the participant's needs. These include landline- and cellular-based radio frequency units similar to those used by CCD, breath alcohol testing devices that require random breath tests and include a camera for face recognition, and secure continuous remote alcohol monitor (SCRAM) units that continuously monitor the user's sweat for the presence of alcohol.

City of Bellevue

The City of Bellevue offers electronic home detention as an alternative to secure detention through their probation department. Bellevue's EHD program includes GPS-equipped devices and offers alcohol monitoring through a self-administered breathalyzer testing system. Bellevue also offers substance use treatment for EHD participants. Like Seattle's electronic monitoring program, the range of technology offered by Bellevue's EHD program offers judges a wider range of monitoring choices, which may in turn prevent some participants from being held in secure detention.

Other Out-of-state Programs

Except where noted, the out-of-state programs interviewed operate both work release and home detention. In general, many jurisdictions interviewed indicated they are moving away from work release and relying more heavily on electronic monitoring. Listed below are program highlights from these interviews and an assessment of how King County could incorporate certain practices into its own programs.

Arapahoe County, CO

The Arapahoe County Alternative Sentencing Program (ASP) is designed to enable the client to be productive in their community by allowing them to continue their employment, assist them in their job search, or attend school. ASP offers GPS-based home monitoring that allows clients to go to work and another home detention option that couples GPS-based monitoring with mandatory alcohol therapy and educational classes. ASP also offers a weekend jail sentencing program that allows individuals with a sentence of up to 30 days to serve their sentence on weekends, enabling them to maintain employment during the week.

Potential application for King County: By using GPS-based electronic monitoring technology, Arapahoe County has set up a system that provides similar functionality to work release without incurring the expenses required to operate a residential facility. However, it is likely that statutory restrictions in Washington State would prevent a similar system in King County from serving all of the current WER population. The weekend jail sentencing program is another practice to consider that could reduce the need for a permanent residential WER facility.

Denver County, CO

The Denver Sheriff Department also offers an ASP that allows participants to maintain their employment and minimize the impact of incarceration on their lives. Although Denver also offers work release, a majority of Denver's ASP clients are enrolled in electronic home detention and alcohol monitoring programs. When space allows, the work release program also houses work search clients, who are allowed 14 days of work search including employment and career education services. Denver's ASP also offers substance use treatment and GED classes.

Potential application for King County: If consistent with current statutory requirements, King County could also establish an intensive and time-limited job search program as part of WER. The programming included in Denver's ASP program is consistent with the workgroup's vision for a future work education release program (see Section V, below).

Clackamas County, OR

The Clackamas County Sheriff's Office offers work release for men and women but ended its EHD program in 2015. In addition to enabling employed participants to maintain their jobs, Clackamas County offers a three week job search program within the facility for work release participants who are looking for work. If participants are unable to find employment within three weeks, they are returned to secure detention. Clackamas County also offers residential drug and alcohol treatment programs within their facility.

Potential application for King County: Similar to Denver's ASP, the Clackamas work release program offers programming consistent with the workgroup's vision. The time-limited job search program with a return to secure detention if unsuccessful would help to limit the WER beds taken by unemployed participants should the program again expand to include job-seekers.

Salt Lake County, UT

The Salt Lake County Sheriff's Office offers work release and electronic home detention with a goal of reintegrating qualified clients back into society. Salt Lake County requires participants to complete a three month addiction recovery program prior to participating in their electronic home detention program. Salt Lake County also offers a program in which participants may be given the opportunity to find part-time paid work with a private employer. If the participant is successful, this can eventually lead to full-time work. Participants interested in this program are required to do unpaid manual labor for the county as a condition of applying for paid employment through this program.

Potential application for King County: King County could consider requiring completion of a substance use treatment program prior to admission to work release for potential participants with substance use disorders.

IV. LEGISLATIVE AND STATUTORY RESTRICTIONS

General Statutory Requirements

The Washington State Sentencing Reform Act of 1981, Revised Code of Washington (RCW) Chapter 9.94A, establishes the authority for local governments to provide various community custody programs. RCW 9.94A.030 (24) defines “electronic monitoring” (EM) as tracking the location of an individual, whether pretrial or post trial, through the use of a technology that is capable of identifying the monitored person’s presence or absence from a particular location. RCW 9.94A.030 (29) defines “home detention” as a subset of electronic monitoring consisting of partial confinement wherein the monitored individual is confined in a private residence 24 hours per day unless otherwise ordered by a court or monitoring agency. “Partial confinement” includes work release, home detention, work crew, and electronic monitoring provided that a substantial portion of each day is spent in one (or a combination) of these programs. RCW 9.94A.030(36).

RCW 9.94A.680 (1) allows individuals convicted of nonviolent and non-sex offenses to be sentenced to a partial confinement alternative instead of total confinement. The placement of pretrial defendants occurs pursuant to RCW Title 10. There are conflicting laws regarding the granting of credit for time served in EM.

Sentencing Guidelines and Restrictions

Individuals charged with or convicted of misdemeanors and individuals sentenced to certain felonies may be placed in EM. RCW 9.94A.734 places restrictions on which persons can be placed on EM based on the type of crime to which they are convicted. Excluded crimes include violent offenses, sex offenses, drug offenses, and a few other crimes specifically listed (see Appendix E). A 2010 amendment to RCW 9.94A.734 related to the creation of a sentencing alternative for parents of minor children and did not substantively change the restrictions, which have been in place since 1995. In 2015, EHB 1943 amended RCW 9.94A.030, defining electronic monitoring and redefining home detention as a subset of electronic monitoring.

RCW 9.94A.731 provides that an individual sentenced to work release shall be confined in the facility for at least eight hours per day. Participation in work release shall also be conditioned upon the individual attending work or school at regularly defined hours.

Pretrial Release Guidelines and Restrictions

The sentencing reform act and RCW 9.94A.734 are silent on the eligibility of pre-sentence persons with misdemeanor or felony charges. RCW Chapter 10.21 was added to the rules of criminal procedure in 2010 and clarified that pretrial defendants are eligible for pretrial release programs pending criminal proceedings. Court Rule 3.2 requires the court to consider a defendant’s risk of a violent offense or risk of failure to appear when making pretrial release decisions.

In 2014, the legislature placed restrictions on who could be placed in a pretrial release program without bail, based on the type of crime and the individual’s criminal history, and the term “pretrial release program” was defined. In 2015, the legislature further amended RCW 10.21.015(1) to add participation in a 24/7 sobriety program into the definition of “supervision.” RCW 10.21.015 provides:

(1) Under this chapter, "pretrial release program" is any program, either run directly by a county or city, or by a private or public entity through contract with a county or city, into whose custody an offender is released prior to trial and which agrees to supervise the offender. As used in this section, "supervision" includes, but is not limited to, work release, day monitoring, or electronic monitoring, or participation in a 24/7 sobriety program.

(2) A pretrial release program may not agree to supervise, or accept into its custody, an offender who is currently awaiting trial for a violent offense or sex offense, as defined in RCW [9.94A.030](#), who has been convicted of one or more violent offenses or sex offenses in the ten years before the date of the current offense, unless the offender's release before trial was secured with a payment of bail.

A 2015 amendment to RCW 9.94A.734 provides that a court shall deny home detention when there has been a previous knowing, substantive, non-technical violation of the terms of a home detention program (9.94A.734 (6)(a)) and that a court may deny home detention when there has been a previous knowing, nonsubstantive, technical violation of the terms of a home detention program. (9.94A.734 (6)(b))

The Community Corrections Division has implemented procedures to verify the eligibility of pretrial individuals before placing them on the electronic monitoring program.

Credit for Time Served

There are two laws that address credit for time served in electronic monitoring, home detention, work release, or work crew. RCW 10.21 establishes pretrial conditions, while RCW 9.94A establishes the felony sentencing system. The two statutes when read together create some ambiguity, which different judges have interpreted differently.

RCW 10.21.030(2)(d) prohibits credit for time served in EM.

In contrast, RCW 9.94A.505 (6), requires the court at sentencing to give credit for time served in a program of partial confinement if that confinement was solely in regard to the offense for which the individual is being sentenced. That requirement is limited by RCW 9.94A.505(7), which prohibits credit for time served on electronic monitoring (one category of partial confinement) prior to sentencing if the conviction was for one of the following offenses:

- (a) A violent offense;
- (b) Any sex offense;
- (c) Any drug offense;
- (d) Reckless burning in the first or second degree as defined in RCW 9A.48.040 or 9A.48.050;
- (e) Assault in the third degree as defined in RCW 9A.36.031;
- (f) Assault of a child in the third degree;
- (g) Unlawful imprisonment as defined in RCW 9A.40.040; or

(h) Harassment as defined in RCW 9A.46.020.

Conditions of Participation

RCW 9.94A.734 requires that participation in a home detention program shall be conditioned on:

- Obtaining or maintaining current employment or attending a regular course of school study at regularly defined hours, or the individual performing parental duties to offspring or minors normally in the custody of the individual;
- Abiding by the rules of the home detention program; and
- Compliance with court-ordered legal financial obligations.
- The home detention program may also be made available to individuals whose charges and convictions do not otherwise disqualify them if medical or health-related conditions, concerns or treatment would be better addressed under the home detention program, or where the health and welfare of the individual, other persons being held in the correctional facility, or staff would be jeopardized by the individual's incarceration. Participation in the home detention program for medical or health-related reasons is conditioned on the individual abiding by the rules of the home detention program and complying with court-ordered restitution.

Statutory Requirements

Pursuant to RCW 9.94A.736(8)(b), a supervising agency means the public entity that authorized, approved, or administers an EM or HD program and has jurisdiction over the monitored individual. A monitoring agency means a public or private entity which monitors the individual.

A public or private monitoring agency shall:

- Provide notification within twenty-four hours to the court or other supervising agency when the monitoring agency discovers that the monitored individual is unaccounted for, or is beyond an approved location, for twenty-four consecutive hours. Notification shall also be provided to the probation department, the prosecuting attorney, local law enforcement, the local detention facility, or the department, as applicable;
- Establish geographic boundaries consistent with court-ordered activities and report substantive violations of those boundaries;
- Verify the location of the individual through in-person contact on a random basis at least once per month; and
- Report to the supervising agency or other appropriate authority any known violation of the law or court-ordered condition.

In addition, a private monitoring agency shall:

- Have detailed contingency plans for the monitoring agency's operation with provisions for power outage, loss of telephone service, fire, flood, malfunction of equipment, death, incapacitation or personal emergency of a monitor, and financial insolvency of the monitoring agency;
- Prohibit certain relationships between a monitored individual and a monitoring agency, including:
- Not employ or be owned by any person convicted of a felony offense within the past four years; and
- Obtain a background check through the Washington state patrol for every partner, director, officer, owner, employee, or operator of the monitoring agency, at the monitoring agency's expense.

A court that receives notice of a violation by a monitored individual of the terms of electronic monitoring or home detention shall note and maintain a record of the violation in the court file.

King County Code Provisions Regarding WER, EM, and HD

KCC 2.16.122 establishes the duties of CCD, which include

- implementing alternatives to detention, including WER, EM, and HD, based on screening criteria approved by the superior and district courts; and
- assessment of the needs of adult persons placed in those alternatives.

It further provides that an individual is not eligible for a pretrial alternative to adult detention, if charged with a violent or sex offense as defined in RCW 9.94A.030 in the ten years before the date of the charged offense. An individual is not eligible for CCAP Basic if they have certain domestic violence convictions in the last ten years.

KCC 2.73.050 establishes a fee schedule for CCD programs including WER, EM, and HD.

V. FUTURE STATE VISIONING

Before developing program options to analyze, the proviso workgroup engaged in a series of discussions about program purpose and desired program characteristics in a new Work Education Release or Electronic Home Detention program. A brief summary of these conversations is included in this section.

Purpose Statement

The proviso workgroup developed the following purpose statement to guide its discussions about options and alternatives:

Role of WER/EHD programs in the criminal justice system: Provide a placement alternative to secure detention.

Who is eligible: Individuals who are legally eligible and have jobs, are attending school, or are participating in training programs or therapeutic courts. If program capacity is expanded, individuals that are readily employable should be eligible.

Desired outcomes:

- Allow individuals to keep their jobs, or continue school, training, therapeutic court, and/or treatment programs.
- EHD participants can also maintain ties to their families and community.
- Maintaining these connections is expected to improve the reentry success of participants, reduce recidivism, improve therapeutic outcomes, and conserve county resources.
- Ensure attendance at court.
- Provide detention sanction required by state law for certain crimes.

Desired Characteristics in WER/EHD Programs

The workgroup considered three major aspects of Work Education Release and Electronic Home Detention: eligible population, location/site characteristics, and programming/services available to participants. The exhibits below summarize characteristics the workgroup cited as desired in an ideal WER and EHD program.

Exhibit 12
Current and Desired Characteristics in Work Education Release Program

Characteristics of Current Program		
Eligible Participants	Site/Facilities	Programming/Services
Pre-trial and post-conviction	County-managed capacity for 79 men; capacity for 22 men and 8 women served via contracts.	Therapeutic Court participants have access to behavioral health services provided offsite
Have employment	Downtown location	
Treatment court participants	24-hour in/out access	
Not limited to those able to afford fees	Transit access	
Those who require credit for time served	Not ADA Accessible	
Desired Characteristics in Ideal Program		
Eligible Participants	Site/Facilities	Programming/Services
Include "readily employable" as well as employed	Capacity for both men and women without waitlists	Needs assessment to determine appropriate programming/services
Include those in education/training programs	Designed so that it doesn't feel like a jail, but with security in mind	Behavioral health services
Include those in other treatment programs	Parking available; driving allowed	Employability training (soft skills)
Available to cities via contract	2 or more sites with geographic diversity	Vocational training
	Location (i.e., downtown, industrial, suburban, etc.) TBD as appropriate	GED/Educational training
	Onsite job training facilities (e.g., culinary program)	Healthcare services
	Computer lab	Release planning services
	ADA Accessible	Services onsite or accessed at CCAP or in community

Exhibit 13
Current and Desired Characteristics in Electronic Home Detention Program

Characteristics of Current Program		
Eligible Participants	Characteristics	Programming/Services
Pre-trial and post-conviction	Contract with BI Incorporated; County pays annual fee to vendor.	Access to CCD services when permitted by court order
Statutorily mandated to EHD	County collects usage fees from participants on sliding income scale	
Men and women	Monitoring performed by county employees	
Not limited to those able to afford fees	Traditional RF technology	
Desired Characteristics in Ideal Program		
Eligible Participants	Characteristics	Programming/Services
Include those who need treatment compliance monitoring	GPS location monitoring w/ reports of violations and sufficient staff oversight	Access to programming available through CCD and new WER
	Continuous transdermal monitoring	
	Alcohol monitoring	
	Smartphone-based options	
	Can set threshold levels for alerts to DAJD staff	
	Additional functions - appointment reminders, etc.	

In general, the workgroup supported expansion of WER eligibility, flexibility in site options, and expansion of programming to create a more therapeutic environment. For EHD, the workgroup was most interested in improving the technology being used to allow for more types of monitoring and types of eligible participants. Although it may not be feasible to develop programs with all desired characteristics, the items in Exhibit 12 and Exhibit 13 provided the basis for options analyzed in the next section.

VI. OPTIONS

Work Release Options

Following the discussion outlined above, the workgroup developed the options shown in Exhibit 14. All of these options assume that the existing arrangement with DOC will continue to provide 30 work release beds at no cost to the County as part of the contract between DOC and DAJD. Furthermore, it is likely that the beds provided by DOC will continue to provide King County's work release capacity for women. However, any of the options that include moving WER into a different facility could include capacity for women, which may require additional capital and operating costs.

Exhibit 14
Work Education Release Options

	Options	Capacity	Challenges/Risks	Opportunities
1	Continue Current Operations	75	Suitability of existing facility; Current budget closes WER in 2018	Continuity of operations
2	Same Capacity, New Location	75	Siting and permitting; Acquisition and construction costs	Better facility; More programming
3	Larger Capacity, New Location	150	Siting and permitting; Acquisition and construction costs; Higher operating costs	Better facility; Expanded eligible population; More programming
4	Larger Capacity, Two Locations	150	Siting and permitting; Acquisition and construction costs; Higher operating costs	Same as above; Opportunity for better geographic coverage
5	Close Work Release	0	Participants return to jail and lose jobs and connections to family/community; Increased secure detention costs	Net cost savings; Mitigate revenue loss and increased jail costs by shifting more participants to EHD
6	Contract for WER Services	75	Labor issue; Loss of direct program control; Reliance on service providers; Unclear if any existing facilities exist with enough available capacity; Siting and capital costs still an issue if there is no existing capacity	No siting issues or capital costs if there is a vendor with available capacity; Likely lower operating costs

Option 1 represents a continuation of status quo operations on the 10th floor of KCCH, which workgroup participants agreed is inadequate for an evidence-based work release program that includes services geared to reducing recidivism and improving participant outcomes.

Options 2 and 3 would both entail moving work education release to a new facility with the difference between the two being capacity. Beyond the significant capital costs that establishing a new facility would require, it is likely that siting and permitting would be very difficult obstacles to overcome. Despite the financial and political challenges, moving WER to a new location gives King County an opportunity to design a work release facility that better accommodates the workgroup's vision, as described in Section V of this report.

Option 4 includes two new locations, which would improve geographic access and equity by enabling CCD to open a work education release location accessible to residents who live and work in South King County.

Option 5 would close work release entirely, as is currently planned beginning in January 1, 2018.

Option 6 would entail contracting with a vendor to provide work release services and could potentially enable King County to operate a high-quality program at a lower cost than other options. However, it brings with it numerous challenges, such as the likelihood that no existing provider currently has sufficient capacity available and likely resistance from DAJD's labor unions.

The workgroup discussed siting of WER facilities separately from the program options shown in Exhibit 14. Exhibit 15 shows site options considered by the workgroup.

Exhibit 15
WER Site Options

Site Option	Challenges/Risks	Opportunities
A Current Location - KCCCH 10th Floor	Suitability of existing facility in question	No major capital costs
B West Wing of KCCF	Capital improvements required for PREA compliance and improved access; Lose relief capacity for secure detention	Currently vacant underused space; Originally built with work release program in mind; Siting not a challenge; after improvements, could be used for secure detention if necessary in the future
C MRJC	Space not available - would require construction of new unit(s); Local resistance when considered in past	Land is potentially available on existing site
D Other County Building	Significant capital improvements for any non-secure building	Opportunity to co-locate with CCD or other county-run partner programs
E Non-County Building - Downtown Seattle	Significant capital improvements; High rent; Permitting	Close to Court and detention facilities; Good transit access
F Non-County Building - Industrial	Significant capital improvements; High rent; Permitting; Potential transit access issues; Less proximity to services	Fewer siting challenges; Proximity to industrial employers; Least costly market rents
G Non-County Building - Suburban	Same as above; siting particularly challenging in suburban areas; less proximity to services	Lower rents than downtown Seattle; Access to parking; Possibility when considering multiple sites instead of one central location

Option A continues WER operations in the current, inadequate location on the 10th floor of KCCCH.

Option B would move WER to the West Wing of KCCF, which was originally designed as a minimum security facility and is currently unused except for DAJD training space on the 1st floor. Although the ability to utilize existing County space and the proximity to the jail make this an attractive option, it also has significant drawbacks. First, capital investment would be required to comply with the prison rape elimination act (PREA). Second, workgroup members felt that although the West Wing would provide a better facility than the present location, it still looks and feels like a jail and would not be conducive to the therapeutic environment envisioned in Section V.

Option C has the benefit of being able to design a standalone facility adjacent to an existing detention facility, but would likely face political opposition.

Option D would require identifying another County-owned building such as the Yesler Building that has space available to convert into a work release facility. Potential benefits include the possibility of co-locating work release with CCAP. However, this option would likely face the same permitting challenges and capital costs as other options that include moving WER.

Options E, F, and G all involve identifying a non-County location to lease and convert into a WER facility or to build or renovate a new standalone facility. Again, permitting and capital would likely be major issues, as would the willingness of potential landlords to allow their buildings to be used for work release. By moving work release out of downtown Seattle, Options F and G could potentially save on lease costs while allowing space for parking.

WER Option Cost

Exhibit 16 shows the estimated 2018 operating costs for the options given in Exhibit 14. The program staff column includes the cost of the existing WER/EHD staff, excluding the project manager TLT added by the King County Council in the 2017-2018 Biennial Budget. Option 3 assumes that the two case managers eliminated when WER capacity was reduced from 150 to 75 would be added back. Option 4 assumes that an additional four case managers, one supervisor, and one administrative support positions would be required to operate in two facilities. The corrections officer cost column estimates the cost of the corrections officer posts given in the operating cost notes column, exclusive of special pays and overtime. Note that a “post” refers to around-the-clock coverage every day of the year, so that approximately 5.34 FTEs are required to staff a single post. The food cost is based on an estimate of the 2016 food cost provided by DAJD and assumes that DAJD will continue to be able to prepare food in the KCCF kitchen and deliver it to the work release facility. If a future facility is in a location where this is not possible, DAJD would need to procure food service from a vendor and may incur higher costs. Other non-labor costs are based on the 2017 non-labor budget for WER and include urinalysis of WER participants. Transport costs are dependent on location, and refer to the cost of transporting individuals between the work release facility and secure detention, courts, and transit locations.

Aside from the loss of a program that enables participants to keep their jobs while serving their sentence, it is not clear that closing work education release (Option 5) saves a significant amount of money. In the 2017-2018 Budget, the Executive proposed closing WER and EHD in 2018, saving a net of about \$1.6 million when considering lost revenue. The County Council restored EHD by adding back a net of about \$500,000. The remaining savings due to work release closure of about \$1.1 million could be offset if the return of WER participants to secure detention would require the opening of a new unit in the jail.

The contracting option (Option 6) assumes that there is a provider with capacity available in an existing facility, which is almost certainly not the case. Instead, if CCD were to contract with an outside vendor to provide WER services, King County would likely need to either provide a facility, pay the vendor for facility capital costs up front, or have the vendor fund the facility and roll capital costs into the rate charged to the County.

Exhibit 16
WER Options – Estimated 2018 Operating Costs

	Options	Capacity	Program staff Cost	Corrections Officers Cost	Food	Other Non- Labor	Transport	Revenue	Total Net Operating Costs (excl. facilities)	Operating Cost Notes
1	Continue Current Operations	75	990,000	1,256,000	23,000	88,000	N/A	350,000	1,919,000	Includes 2 CO posts; DAJD gains efficiencies through proximity to KCCF due to the reduced need for supervision and backup available onsite
2	Same Capacity, New Location	75	990,000	2,511,000	23,000	88,000	Dependent on location	350,000	3,174,000	Assumes 4 CO posts; most locations would likely also require a sergeant post
3	Larger Capacity, New Location	150	1,243,000	3,867,000 to 5,751,000	46,000	178,000	Dependent on location	500,000	4,834,000 to 6,718,000	Assumes 5-8 CO posts plus 1 sergeant post
4	Larger Capacity, Two Locations	150	1,734,000	6,478,000	46,000	178,000	Dependent on locations	500,000	7,758,000	Assumes 8 CO posts plus 2 sergeant posts
5	Close Work Release	-	N/A	N/A	N/A	N/A	N/A	-	-	
6	Contract for WER Services	75	N/A	N/A	N/A	N/A	N/A	-	1,850,000 to 1,900,000	Estimate based on 2014 quote from Pioneer Human Services that included case management; Unlikely that Pioneer or another vendor has available capacity, so capital costs would be required, but are not included here

Notes: Program staff shown here include sufficient capacity to perform existing EHD monitoring in addition to WER tasks. In Option 6, it is likely that King County would need to retain some staff to perform EHD case management.

CO = Corrections Officer

Given that specific site options have not yet been identified and that the calculation of even preliminary estimates is a substantial exercise for FMD, PSB does not yet have detailed capital improvement estimates for the various site options, as shown in Exhibit 17. A 2013 study by DLR Group provided several options for improvements to the West Wing of KCCF that included moving work release to the upgraded facility. The option that comes closest to ones that the workgroup discussed included creating WER dormitories for women on the first floor, dormitories for men on the 4th floor, and moving DAJD's training facilities from the 1st floor to the 2nd floor. This option was estimated at \$7.7 million and would provide capacity for 28 women and 174 men. However, it is likely that this estimate assumed a higher occupancy rate for each dormitory than would be actually implemented by DAJD.

All options shown in Exhibit 17 not connected to KCCF or the Maleng Regional Justice Center (MRJC) (i.e., options C, D, E, F, and G) would likely result in higher operating costs than those shown in Exhibit 16 due to staffing inefficiency that will likely require at least one sergeant post beyond Option 2 costs, possible higher food expenses if unable to use from existing kitchen, and transport of participants between WER facility and secure detention, courthouses, and transit locations.

Exhibit 17: WER Options – Estimated Facility Costs

			Capital Cost	Facilities Operating Cost
Site Option	Estimated Capital Cost	Notes		
A	Current Location - KCCH 10th Floor	None for short term; likely improvements needed if long term or increasing capacity	At a minimum, PREA modifications required to return to 150 capacity	455,000
B	West Wing of KCCF	Estimated at \$7.7M in 2013	Estimate was for different configuration and higher capacity. Current DAJD proposal would have capacity of 100-120.	Already included in DAJD's FMD charge.
C	Maleng Regional Justice Center (MRJC)		Likely local opposition, permitting may be difficult	Likely similar to Option A
D	Other County Building		Likely very expensive to convert office space (e.g., Yesler) into semi-secure residential	Likely similar to Option A
E	Non-County Building - Downtown Seattle		Siting and permitting likely to be very challenging	1,040,000 to 1,310,000
F	Non-County Building - Industrial		Siting and permitting likely to be very challenging	470,000 to 540,000
G	Non-County Building - Suburban		Siting and permitting likely to be very challenging	360,000 to 630,000

EHD Options

The current electronic home detention contract with BI Incorporated expires on December 14, 2017, providing an opportunity to re-evaluate the County's needs. Exhibit 18 shows four options for electronic home detention in the future. Option 2 would include issuing an RFP and soliciting bids for a new electronic home detention contract with expanded monitoring options, such as transdermal alcohol monitoring and GPS tracking. This would be preceded by an RFI and a requirements gathering process including key stakeholders such as Superior Court, District Court, the Prosecuting Attorney's Office, and the Department of Public Defense. Option 3 could be combined with either Option 1 or Option 2, but would require negotiations with the unions representing affected DAJD employees. In the event that WER is closed in 2018 as currently scheduled, the option to move the responsibility for EHD monitoring to the courts or another County or third party agency could be considered.

Exhibit 18 Electronic Home Detention Options

Options	Challenges/Risks	Opportunities
1 Continue Current Operations	Current technology limits Court options; may result in lower usage than if other options were available.	Continuity of operations. Don't have to learn new technology.
2 RFP for New Vendor with Expanded Options	May disrupt operations. Vendor bids may not be attractive. Liability concerns with new technology and expanded usage.	Potential to offer courts with a wider range of options including GPS monitoring and remote alcohol monitoring. May be able to reduce net cost of EHD to County.
3 Shift Responsibility for EHD to Different Agency	Potential labor challenges. Unclear if courts or other agency would want to manage EHD.	If WER were to close, this option may be necessary to consolidate EHD responsibilities. If WER were to remain open, unclear if this option should be considered.
4 Discontinue EHD	Likely that many current participants would go to secure detention; access to EHD is required for some DUI offenders - District Court would need to negotiate its own contract or require clients to secure their own monitoring services from an approved vendor.	Cost savings of approximately \$100,000/year offset by jail ADP increase. CCD staff time freed up to focus on WER participants. Social costs of breaking ties to families and community.

EHD Cost

The current contract with BI Incorporated costs the County \$4.05 per day for rental and monitoring of cellular-based units. In 2016, the County incurred \$157,000 in EHD contract costs. Home detention fees collected from participants (\$112,000 collected in 2016) partially offset the contract cost. Additional costs include the time of CCD caseworkers spent enrolling people in EHD and following up on violations.

Assuming that CCD employees continue to perform case management functions for EHD clients, it is likely that Option 2 in Exhibit 18 would incur costs to the County similar to the status quo (Option 1). Although a contract with a new vendor would likely have higher fees for expanded equipment offerings, at least some of this increase would be offset through participant fees. The cost of Option 3 depends on depends on implementation. For example, if King County executes a contract with a private vendor that

includes caseworker functions such as enrolling new clients and following up on notices of violation, it is possible that the overall cost would be lower than current contract cost plus labor expenses.

Other possible cost models include the approach taken by the City of Seattle discussed above. Seattle's contract with Sentinel Offender Services stipulates that the vendor collects fees from the participants and does not receive any additional compensation from the City. To ensure equity, the contract specifies that 25 percent of participants be served at reduced rates, including 5 percent that are to be served at no cost.

Programming Options and Cost Estimates

Exhibit 19 shows the estimated costs of expanding programming available to WER or EHD participants. Detailed descriptions of current programming and opportunities for improvement can be found later in Section VII. Option 1 represents the cost of contracting out for a dedicated FTE through the King County Jobs Initiative to provide additional employment support services to WER, EHD, and CCD's Community Center for Alternative Programs (CCAP). Option 2 assumes a modest expansion of existing King County Department of Community and Human Services (DCHS) behavioral health service contracts currently in place at CCAP. Option 3 assumes an additional reentry coordinator FTE with capacity to support WER and EHD participants. The risk-needs assessment shown as Option 4 is being implemented in DAJD now. Additional resources would likely be needed to extend this service to WER participants and provide training to WER staff.

One additional way to expand programming at little to no cost is to train WER caseworkers to provide it directly and include some service delivery in their job descriptions. CCD has already discussed training caseworkers to provide basic life skills training, as shown in Option 5. Overall, the cost to grant access to various programming and services can be minimized by taking advantage of existing programs operated out of CCAP and making better use of existing resources.

Exhibit 19
Summary of Programming Options and Estimated Costs

Options	Annual Cost Estimate	Challenges/Risks	Opportunities
Employment			
1 Additional King County Jobs Initiative FTE	\$75,000	Just started WorkSource affiliate. Could use time to pilot and show results before investing. Would require an expanded facility to justify including participants without jobs.	Setting up continuum of employment services - available in jail, CCAP, and WER. Leverage new WorkSource affiliate designation.
Behavioral Health			
2 Increase CCAP contracts to allow WER/EHD participation	\$50,000-\$100,000	If location far from existing CCAP location, potential challenge for WER/EHD participants to access services.	Making more behavioral health services available to WER/EHD participants with these needs.
Re-entry Coordination			
3 Add additional re-entry coordinator	\$85,000	Currently only provide small percentage of jail population with release planning. Is WER/EHD the population with greatest need for these services?	Provide re-entry services to WER/EHD participants and coordinate with existing re-entry coordinators and release planners.
Risk- Needs Assessment			
4 Develop WER-EHD specific needs assessment; train WER staff	TBD	Still getting risk-need tool started. Could use time for program to stabilize before expanding to WER/EHD.	May be able to extend to WER/EHD with existing resources. Critical if plan for WER/EHD is to include access to various CCAP services.
Life Skills			
5 Re-tool existing case worker duties; train them to run these types of classes	Minimal	Engaging case managers and getting agreement on new responsibilities.	Better utilize case manager resources to fit new WER/EHD model.
Housing			
6 Expand existing housing voucher program	TBD	Housing is an overarching problem for many individuals touching CCD programs. A broader approach may be needed.	Opportunity to take advantage of new housing revenue sources being considered.

WER and EHD Options Effect on ADP

The impact of WER on the secure detention population is very difficult to measure. It is not, as some assume, a direct, one-for-one exchange. Because of judicial discretion in the placement of persons in an alternative, the availability or lack of availability of bed space will influence how the court decides on both where and how long a person is in custody.

If the current WER program closed today, a percentage of the WER participants would come to secure detention. The 2017-2018 Biennial Budget assumed that 80 percent of the capacity of WER would return to secure detention, based on an assessment of what would happen with each of the individuals in WER at that time. However this percentage is uncertain, as is the length of time each individual would stay in secure detention. One proposed method of estimating this would be to look at the population on a given day, pull the case files for the participants, and ask the referring judges what the placement would have been if WER were not in place. The workgroup did not have sufficient time to compute an estimate in this manner, and this approach would still have all of the inherent problems of a snapshot analysis.

The impact of potential changes in EHD to ADP in secure detention is similarly unclear. It is possible that expansion of EHD through new technologies has a minimal effect on ADP because the people ordered to transdermal alcohol monitoring would already have been receiving this monitoring through a third party. It is likely that closure of EHD would result in an increase of ADP in secure detention, but without a detailed snapshot analysis as described above, the extent is unclear.

Despite the uncertainties around the effect of WER and EHD on the jail population, given the size of existing programs, closing or expanding these programs are not likely to cause more than one secure detention unit being opened or closed. Each single-bunked secure detention unit has capacity for 64 ADP and requires 5.34 FTEs at a cost of about \$700,000 annually.

A historic comparison might be the closure of the North Rehabilitation Facility (NRF) in 2002. NRF was a 320 bed special detention facility on State-owned lands in Shoreline, operated as a cooperative program between DCHS and DAJD. It housed low security level individuals, had no secure perimeter and provided a 30-day drug and alcohol treatment readiness program for some participants. NRF closed primarily due to failing infrastructure and a high cost of rebuilding the facility. As the program ramped down and finally closed, there was very little change to the population of persons in KCCF and MRJC. This does not imply that the closure of NRF is predictive of changes to other alternatives to secure detention, especially given that WER serves a different population and that many WER residents have committed offenses that require jail time. However, it does illustrate that the relationship between secure detention and alternatives is non-linear and frequently unpredictable.

Each alternative will of course have different drivers for the population impacts in secure detention. The programmatic model chosen, the size of the facility, its location; all of these factors will have impacts. Modeling the likely changes to secure detention will have to take these factors into consideration, and this is not an easy exercise. The more the alternative looks like what we have done before, the easier the modeling will be. The greater the change in program design, the greater the uncertainty will be around impacts.

VII. INTEGRATION WITH OTHER COUNTY PROGRAMS

Behavioral Health and Support Services

King County DCHS coordinates a number of different behavioral health and support programs in the King County Community Corrections Division. These programs, primarily administered through CCAP, include a housing voucher program, substance use disorder treatment, behavior modification classes, domestic violence education, life skills and wellness classes, GED preparation and testing, and a variety of other classes.

Currently, WER and EHD participants do not access CCAP programs as classes are only held during the day while most participants are at work. Drug Court participants access substance use disorder treatment, including Medication Assisted Treatment (i.e., methadone) in the community via specific contracted providers identified by Drug Court. A small number of Mental Health Court participants are court-ordered to CCAP Enhanced services.

Opportunities for Improvement

There is an opportunity to make the services currently provided to CCAP participants more widely available to those in WER or EHD programs. This would require additional funding to increase contract amounts to serve more individuals and may require additional space or CCD resources, depending on the scale of the expansion. If a needs assessment was incorporated into the WER and EHD programs, this would provide guidance on what support services would most benefit individual participants.

Various behavioral health and support services could be provided on-site if a new WER facility were developed or they could be provided at CCAP or, in exceptional cases, other community providers via referral. The final WER facility location and program size would play a major factor in guiding the decision to provide services on-site or off-site.

Reentry Services

DCHS currently provides 90-days of reentry services to help individuals released from the two King County correctional facilities transition back to the community by connecting them with behavioral health, housing, and other support services and community-based resources. Since the WER program was downsized in the 2015-16 budget, only one reentry coordinator in this program has occasionally worked with WER participants. EHD participants are not currently linked with reentry services. Even without the WER-EHD caseload, reentry coordinators are only able to serve 10% of individuals upon release from jail, and prioritize those with serious behavioral health and housing needs.

Opportunities for Improvement

Shifting existing reentry coordination resources to WER/EHD participants is one option, but given that the current program is only able to serve a portion of individuals being released from jail, this option would not address the underlying need for more reentry services throughout King County. Alternatively, funding an additional reentry coordinator dedicated to WER and EHD would result in improved community transitions for these program participants.

A third option would be to have existing case workers in the WER program provide reentry services and coordinate with the existing county reentry case management program. This option would require a process working with CCD leadership, employees, and labor to redefine the roles and responsibilities of case workers to better meet desired program outcomes. CCD leadership has already started some work to adjust roles along these lines as part of a larger reorganizational effort in 2016-2017.

Employment and Education Services

King County Employment and Education Resources (KC EER), in the Department of Community and Human Services, plays a leadership and coordination role in the local workforce system by managing the WorkSource Renton site and serving as the Seattle-King County WorkSource Operator. In addition, the King County Jobs Initiative (KCJI) offers employment and education resources to adults who have been involved in the justice system.

WorkSource Operator

As the WorkSource Operator, KC EER oversees the seven primary WorkSource sites and 31 WorkSource Connections sites throughout King County. The Operator staff work closely with the entire system of WorkSource sites to assure they have strong outreach to the community, effective on-site partnerships, and meet performance outcomes to effectively serve job seekers and employers.

KC EER manages the WorkSource Renton affiliate site and shares that location with the State Department of Corrections (DOC). This partnership allows DOC to efficiently refer job seekers to WorkSource Renton where the team assists them in finding employment.

Recent Workforce Innovation Opportunity Act (WIOA) legislation requires WorkSource sites to focus on serving 14 very specific groups of job seekers with barriers, including those job seekers with a history of

incarceration and involvement with the justice system. Thus, in 2016, WorkSource Operator staff assisted the King County Community Corrections Division and its Community Center for Alternative Programs in becoming a WorkSource Connections site. As a WorkSource Connections site, CCAP is now a part of the broader workforce system and has access to employment and education resources, staff training, enhanced partnerships, and a database used by employers to recruit job seekers. CCAP participants also have access to hiring events, job openings, client workshops, and the WorkSource System Business Team. The nine-member Business Team works with employers and businesses throughout King County to match WorkSource clients to local employer needs. DCHS has welcomed the new WorkSource-CCAP partnership because the CCAP WorkSource Connections site brings staff with valuable skills and expertise in serving justice involved adults.

King County Jobs Initiative

The King County Jobs Initiative (KCJI), managed by KC EER, focuses on providing employment and education resources to adults who have been involved in the justice system. KC EER contracts with two organizations, TRAC Associates and YWCA, to provide intensive case management services that lead to quality employment. Both contractors are WIOA service providers located in WorkSource sites. For 2017, KC EER arranged to have YWCA staff join the CCAP team two times a month to help provide KCJI employment workshops on site. This new resource is technically available to WER or EHD participants but is not being accessed because all current WER participants are either in therapeutic court or have jobs.

Opportunities for Improvement

KC EER has noted that if additional resources were available, it could assign a full time KCJI staff to CCAP to provide case management, training, workshops and broader funding opportunities to clients of CCD. This additional resource could be made available to WER or EHD participants through CCAP or the KCJI FTE could float between CCAP and the WER facility, offering on-site support in both locations. By providing employment and education resources in WER, EHD, and CCAP, the County would be able to provide some continuity and ensure individuals have access to these services as they move through the justice system. There would also be an opportunity to link these services with the new WorkSource resources available through the LEAP2WIN project at the Maleng Regional Justice Center starting in 2017. Under this program, individuals within six months of release will also have the opportunity to attend job readiness trainings and work with an employment counselor. Participants can continue receiving employment services post-release for continuity of service.

Risk and Need Assessment

In 2015, King County established the Recidivism Reduction and Reentry Policy Work Team. This cross-discipline work group is tasked with developing and implementing a county-wide strategic plan of action that addresses recidivism reduction and sustained reentry. The team has defined and agreed to the following concepts to guide the application of risk and need principles and related tools.

1. **Core Principles:** The application of appropriate correctional service reflects three core principles.⁴

⁴ Andrews, Bonta, Gendreau and Cullen. "Does Correctional Treatment Work: A Clinically Relevant and Psychologically Informed Meta-Analysis" 1999, 2010

- Delivery of service to higher risk persons (risk principle)
- Targeting and treatment of identified person-specific criminogenic needs such as criminal thinking, lack of pro-social peers and activities, impulsivity, etc. (need principle)
- Use of styles and modes of treatment that are matched with client need and learning style (responsivity principle)

2. **Application of Risk and Need Assessment:** The intent of risk and need assessment in King County is to:

- Collect relevant information about who is incarcerated in King County jails
- Identify their service needs
- Refer persons to needs-based, in-custody programs
- Plan for risk and needs-based release referrals
- Refer persons to CCAP and other community-based programs

King County has been working with Washington State University and its sub-contractor, Vant4ge, to develop and validate a risk and need assessment tool customized for King County. This tool is expected to go live in King County jail facilities in May or June 2017. There currently is not a plan to apply the tool in WER or EHD programs specifically, but it is possible some WER or EHD participants would use the tool if they go through jail intake.

Opportunities for Improvement

The risk and need assessment tool was cited by the workgroup as a desired component for WER and EHD if the programs were augmented to provide more linkages to services and programming. Once the tool starts being used in June 2017, there is an opportunity to design an approach to use the tool in WER and EHD. This may require developing a tool customized for the WER/EHD population and additional training for WER/EHD staff on the principles of risk, need, and responsivity, as well as motivational interviewing techniques to better assist program participants.

Health Services

As discussed in Section II, regulations prevent work release participants from receiving Medicaid benefits, and Jail Health Services does not currently serve WER. Although some WER participants have their own healthcare insurance, many others do not have insurance and fall into a coverage gap. Furthermore, WER does not currently have personnel to administer medications so participants with prescription medications must self-administer. To prevent trade in prescription drugs within the facility, participants are required to keep their medications in a locker that they can access in front of corrections officers.

Opportunities for Improvement

Given the likely volume of usage and the fact that most of the WER population is not present onsite during the day, it would not be cost efficient to staff an onsite clinic to address participants' medical

needs. Instead, it may be possible to negotiate an agreement for WER participants to receive routine medical care from an existing Public Health clinic or community clinic. Emergency care would require emergency medical services through 9-1-1 as is the current practice.

VIII. PARTNERSHIP AND CONTRACTING CONSIDERATIONS

The current WER program includes individuals from the City of Seattle and several other contract cities in addition to county-responsible population. As shown in Exhibit 20 below, cities comprised about 20% of WER average daily population in 2015 (about 18 ADP) and 15% of WER ADP in 2016 (about 10 ADP). For EHD, city-responsible participants averaged about 2-3 ADP in 2015 and 2016. Under the current city contracts, cities pay a \$134 daily maintenance rate for WER participants, which is lower than the \$181 daily maintenance rate for secure detention.

Exhibit 20
WER Contract City Average Daily Population, 2015-2016

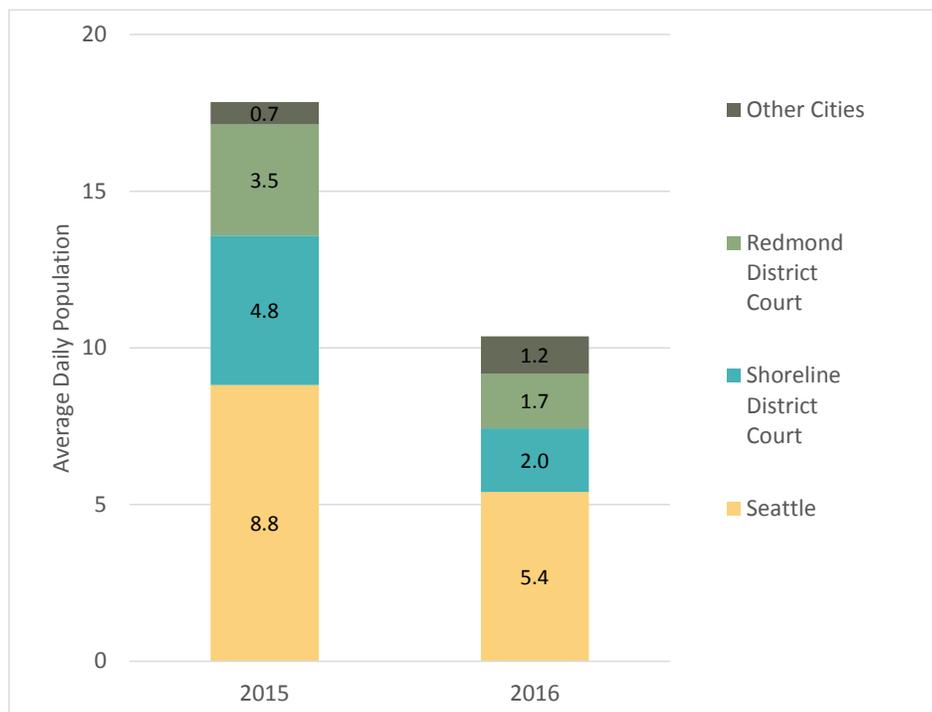


Exhibit 20 shows that Seattle is the city that uses the most WER and EHD capacity, followed by cities using Shoreline District Court (Shoreline and Kenmore) and Redmond District Court (Redmond, Duvall, and Skykomish).

As described earlier in the Current State section, King County also has an agreement with the State Department of Corrections that allows the County to send up to 22 males and 8 females to the state-run Bishop Lewis and Helen B. Ratcliff work release facilities in Seattle. This agreement gives the County additional capacity and the ability to assign females to work release, an option not available in the King County-run facility.

Partner interest in maintaining WER/EHD programs

In initial discussions with representatives from the City of Seattle, there is interest from their judiciary in keeping WER and EHD programs open as a sentencing alternative for the Seattle Municipal Court. Depending on the option King County decides to pursue, Seattle and other city partners could play an important role in designing a new WER or EHD program. City partners could assist in site identification and permitting processes, identifying opportunities for co-location of services, and exploring the possibility of shared cost savings.

IX. CONCLUSION AND NEXT STEPS

The analysis to date and the discussions of the proviso workgroup have identified a range of reasonable options for future WER and EHD programs that, to varying degrees, reflect the desired characteristics of a new and improved set of programs. At this point in the planning process, there are a number of outstanding questions and analysis required to fully explore each of the options so the workgroup is not prepared to make a recommendation on any preferred options.

The workgroup agrees that there is value in WER and EHD programs that allow participants to continue employment, schooling, and treatment while maintaining connections with family and community. Until all viable options have been explored further, the workgroup does not support closing WER in 2018 and recommends keeping WER open through the 2017-2018 biennium.

Although the workgroup did not select any specific preferred program options, the section below outlines several recommendations for next steps along with an overview of timeline considerations for what is likely a multi-year process to improve WER and EHD programs in King County.

Timeline Considerations

The current WER/EHD facility on the 10th floor of the KCCF is functional for the current program but is not suitable for providing a therapeutic environment and the programmatic options necessary to achieve improved reentry success for participants. All of the preferred options require a new location for WER, which will be difficult to implement within the current biennium given expected challenges of siting, permitting, and operations planning.

In the short term, there is need for an interim option at least through the end of the current 2017-2018 biennium. It is unlikely that any alternative options could be developed by the end of 2018. To implement the Workgroup's recommendation that WER be maintained through the 2018 biennium, the Executive and County Council should consider a budget appropriation to extend operations of WER in its current location through 2018.

After 2018, the hope would be that an alternative location has been identified and a plan developed to transition out of the current facility. Depending on how the planning process proceeds and whether an ideal location is identified quickly, operations at the current location may need to be continued into the 2019-2020 biennium.

Commitment to Further Work

The proviso workgroup acknowledges that further work is needed to develop and implement an alternative WER and/or EHD program plan. The various agencies on the workgroup are all committed to supporting ongoing work on this topic. PSB and DAJD expect to continue providing project management and coordination support for this work. At this point it is not clear whether the workgroup will continue in its current configuration, be expanded, or be broken into smaller groups. Unless otherwise noted, the workgroup, however it is reconfigured, will be responsible for the action items and recommended next steps described below.

Electronic Home Detention Next Steps

Short-term Next Steps (by end of 2017)

- **Develop Request for Information (RFI) for new EHD contract including modern technology and expanded functionality.** The current contract with vendor BI Incorporated expires on December 14, 2017 so there is an opportunity to explore a new contract and technology options during the contract renewal process in the summer of 2017. There is particular interest in technology options like GPS-tracking and transdermal monitoring that have the potential to expand usage of EHD.

In order to prepare for the RFI, conduct additional research on contract terms in other jurisdictions and consult with stakeholders in the judiciary, juvenile detention, and other users of the current EHD program to confirm desired program features.

- **Rename the program.** Electronic home monitoring or electronic monitoring are terms more widely used for similar programs using electronic location tracking technology. The program should be formally renamed in County code to align its title with actual practice and governing state statutes.

Long-term Steps (2018 and beyond)

- **Possibly consider transition of responsibility for EHD to different agency.** As described in the options section, King County does have the option of shifting responsibility for EHD to another county agency or a non-county agency such as the Washington Association of Sheriffs and Police Chiefs (WASPC). It is unlikely a shift like this could occur before the current EHD contract is up for renewal but it is something that could be considered in future years once a clear plan for WER is known.
- **Consider feasibility of using electronic monitoring to replace need for residential work release facility.** Current statutes limit the usage of electronic home monitoring for certain cases that require partial confinement for sentencing. In the long-term, statutes may be revised so that electronic monitoring is an option for individuals currently in WER. At some point, a well-designed EHD program with strong linkages to needs assessment and appropriate programming could provide the same function envisioned for WER, without the higher operating and facility costs of a residential WER facility.

Work Education Release Next Steps

Short-term Next Steps (by end of 2017)

- **Hire a project manager.** The complexity of options and planning work required to design and implement a new WER program is significant enough to warrant a dedicated project manager. The 2017-2018 Adopted Budget included appropriation authority to hire a TLT project manager. A new project manager should be hired to take the findings in this proviso report, scope a project plan, and begin executing the plan with the support of all the agencies that contributed to this report.
- **Involve additional stakeholders.** The initial proviso workgroup was comprised of a broad representation of county agencies. As the project moves into the next phase exploring options further, additional stakeholders such as potential partner cities and labor should be consulted and included in ongoing work. Collaboration with partner cities could prove valuable in identifying potential site options and opportunities for co-location with other related services. Collaboration with labor will be necessary to better explore contracting options and staffing implications of any proposed program changes.
- **Consider revising fee schedule.** The current fee schedule for WER has not been revised since 1998. The fee schedule should be assessed and compared with fee schedules used in other jurisdictions. Actual collection rates by income level and equity and social justice considerations should be factored into any recommended fee schedule adjustment. In discussions on desired program characteristics, several workgroup members noted a desire that WER and EHD be available for all eligible individuals regardless of their ability to pay.
- **Explore options for more beds for women.** The current arrangement with DOC allows King County to access 8 work release beds for women at a DOC-managed facility. There is often more demand for these beds than spaces available. In the short term, since the county-run facility cannot accommodate women, DAJD should continue working with DOC and other partners to identify potential work release beds for women at other facilities. In the long term, additional capacity for women is one of the key desired characteristics in a new facility.

Long-term Steps (2018 and beyond)

- **Implementation of a preferred option.** It is unclear at this point what the preferred option will be for a new WER program. Once a preferred option is identified it will likely take over a year to implement.

Programming and Service Linkage Next Steps

Short-term Next Steps (by end of 2017)

- **Continue work to redefine case worker responsibilities.** CCD is currently engaged in a broad reorganization effort that includes working with WER case workers to redefine responsibilities to include more support activities such as leading life skills trainings. These efforts to improve services available to current WER participants with existing resources should be supported and continued.
- **Where appropriate, make CCAP trainings and resources available to WER and EHD participants.** WER and EHD participants current do not typically access programming at CCAP. There are

opportunities to make more of these resources available to WER and EHD participants, particularly the new WorkSource Affiliate and King County Jobs Initiative resources at CCAP. Where appropriate, these connections should be encouraged.

- **Consider piloting the inclusion of readily employable individuals in WER.** When program capacity is available, individuals without employment but considered readily employable should be given the opportunity to participate in WER. These cases would allow program management to test linkages with employment services at CCAP and other therapeutic programming.

Long-term Steps (2018 and beyond)

- **Implement risk assessment tool in WER/EHD.** Once the risk need assessment tool is well established in the jail, develop a WER/EHD-specific tool and implement it. Use the tool to guide programming assignments.
- **Explore on-site or expanded programming options.** The programming options section of this report outlined several opportunities to make targeted investments to make certain services available for WER/EHD participants on-site or through CCAP. Assess the demand for these services and gather evidence that particular services will generate desired outcomes before making investment decisions.

Appendix A: WER-EHD Proviso Workgroup Participants

Office of Performance, Strategy and Budget	Andrew Bauck Kapena Pflum
King County Superior Court	Judge Laura Inveen Judge Dean Lum Judge Susan Craighead Rachael DeVillar Paul Sherfey
Department of Judicial Administration	Barb Miner
King County Drug Court	Mary Taylor
Prosecuting Attorney Office	Mark Larson
Department of Public Defense	Anita Khandelwal
Department of Adult and Juvenile Detention	William Hayes Saudia Abdullah Ed Carter Leonard Burns
King County District Court	Judge Donna Tucker Othniel Palomino
King County Council	Clif Curry Krista Camenzind
Office of the Executive	Diane Carlson Gail Stone
Office of Labor Relations	David Topaz
Other Contributors	Dave Murphy (DCHS) Nancy Loverin (DCHS) Bette Pine (Jail Health Services) Patty Noble-Desy (PSB) Harry Williams (DAJD) Mike West (DAJD) Dave Pierce (DAJD)

Appendix B: King County Code 2.73

2.73 RECOVERY OF INCARCERATION COSTS

Sections:

2.73.050 Work, education and release and electronic home detention fees.

2.73.050 Work education release and electronic home detention fees.

A. The following fee schedule for the community corrections programs including work, education and release and electronic home detention program are hereby adopted:

WAGES PER HOUR		DAILY ROOM AND BOARD RATE
From	To	
\$0.00	\$4.99	\$8.10
\$5.00	\$5.49	\$9.00
\$5.50	\$5.99	\$9.90
\$6.00	\$6.49	\$10.80
\$6.50	\$6.99	\$11.70
\$7.00	\$7.49	\$12.60
\$7.50	\$7.99	\$13.50
\$8.00	\$8.49	\$14.40
\$8.50	\$8.99	\$15.30
\$9.00	\$9.49	\$16.20
\$9.50	\$9.99	\$17.10
\$10.00	\$10.49	\$18.00
\$10.50	\$10.99	\$18.90
\$11.00	\$11.49	\$19.80
\$11.50	\$11.99	\$20.70
\$12.00	\$12.49	\$21.60
\$12.50	\$12.99	\$22.55
\$13.00	\$13.49	\$23.45
\$13.50	\$13.99	\$24.35
\$14.00	\$14.49	\$25.25
\$14.50	\$14.99	\$26.15
\$15.00	\$15.49	\$27.05
\$15.50	\$15.99	\$27.95
\$16.00	\$16.49	\$28.85
\$16.50	\$16.99	\$29.75
\$17.00	\$17.49	\$30.65
\$17.50	\$17.99	\$31.55
\$18.00	\$18.49	\$32.45
\$18.50	\$18.99	\$33.35
\$19.00	\$19.49	\$34.25
\$19.50	\$19.99	\$35.15
\$20.00	\$22.49	\$36.05
\$22.50	\$24.49	\$40.55

\$25.00	\$27.49	\$45.05
\$27.50	\$29.99	\$49.55
\$30.00	\$32.49	\$54.05
\$32.50	\$34.99	\$58.55
\$35.00	\$37.49	\$63.05
\$37.50	up	\$ net maintenance fee

1. Program participants engaged in job search pay seven dollars fifty cents per day, except for in-custody community corrections program eligible inmates who pay four dollars per day for the first two weeks, then seven dollars fifty cents per day thereafter. Inmates who were previously employed, became unemployed while on the program and are placed in a job search category pay seven dollars fifty cents per day.

2. Program participants enrolled in educational programs pay three dollars per day for high school and GED programs and eight dollars per day while enrolled in college classes, trade or technical schools.

3. Program participants who receive outside treatment pay seven dollars per day.

4. Out-of-county program participants shall be charged the same daily rate as charged to contracting agencies.

5. Should the net maintenance fee be lower than the daily room and board rate the net maintenance fee shall be the amount charged.

B. Jail health services. Incarcerated individuals pay a five-dollar copayment for medical care when they are seen by a nurse or dental staff in response to a request for medical or dental services. The fee-for-service program is based upon the principle that access to health care will be available to all inmates regardless of their ability to pay.

C. Special detention facility twenty-four- and forty-eight-hour commitments. The following fee schedule shall apply for special detention facility twenty-four- and forty-eight-hour commitments:

A person who is housed at the north rehabilitation facility pursuant to a court-ordered twenty-four- to forty-eight-hour hour commitment upon a conviction of violating RCW 46.61.502 or SMC 11.56.02000 or upon a conviction of violating RCW 46.61.504 or SMC 11.56.02008, shall pay a daily housing fee. The daily housing fee for each twenty-four hours of commitment shall be the net maintenance fee, adjusted according to the following sliding scale based on the United States Community Services Administration (CSA) Poverty Guidelines, as adjusted for family size.

Gross Income as a percentage of CSA Poverty Guidelines	Percentage of net maintenance fee to be paid
Equal or less than 125%	10%
126% to 137%	20%
138% to 150%	35%
151% to 162%	50%
163% to 175%	65%
176% to 187%	80%
Over 188%	100%

D. "Net maintenance fee" shall mean the fee that is calculated and established annually by the department of adult detention according to the formula contained in

contract for jail services between the county and the cities in King County. The department shall promptly file a statement of the fee with the clerk of the council. (Ord. 13333 § 2, 1998; Ord. 12917 § 1, 1997).



KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
SEATTLE, WA 98104

206-263-9400 Ph
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CONTRACTOR:
BI INCORPORATED
6400 LOOKOUT RD STE 101
BOULDER, CO 80301 United States
Fax: (800) 2181471

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

BILL TO:
DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 5516967	REVISION 0	PAGE 1 of 1
CREATION DATE 27-NOV-2012	BUYER PAUL PRICE	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
124	NET30DAYS	Paid	DESTINATION	Best Way	Telephone: (800) 241-2911
DESCRIPTION					

CONTRACT PURCHASE AGREEMENT

IRNISH ELECTRONIC HOME MONITORING EQUIPMENT RENTAL AND SERVICES TO KING COUNTY PERSONNEL AS REQUESTED, IN ACCORDANCE WITH RFP #1221-12 AND RESPONDING PROPOSAL OF BI INCORPORATED, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.

DIVIDUAL STANDARD PURCHASE ORDERS WITH UNIQUE PURCHASE ORDER NUMBERS REFERENCING THIS CONTRACT PURCHASE AGREEMENT WILL BE ISSUED BY KING JUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND SERVICES.

L INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENTS.

STIMATED ANNUAL CONTRACT VALUE \$130,000.


Authorized Signature

Services Contract



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

THIS CONTRACT #5516967("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and **BI** (the "Contractor"), whose address is 6400 Lookout Road, Boulder, Colorado, 80301. The County is undertaking certain activities related to, Electronic Home Monitoring Equipment and Services and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

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

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Scope of Work Exhibit A
 - Price Attachment..... Exhibit B
 - Consultant Disclosure Form (if applicable)..... Exhibit C
 - Equal Benefits and Compliance Form..... Exhibit D
 - Certificate(s) of Insurance and Policy Endorsement Exhibit E
3. Request for Proposal (as modified by any addenda)
 - King County Request for Proposal 1221-12-PAP..... Exhibit F
4. Contractor's Proposal
 - BI Proposal Exhibit G
5. Other Exhibits
 - _____.....Exhibit H

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on December 14, 2017, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an estimated annual amount of \$225,570.00, payable in the following manner:

In monthly amounts, payable upon submittal of properly executed invoices, specific to each division, and any required supporting documentation.

COMPANY NAME: BI Incorporated

Authorized Signature

Michael Pharris

Michael Pharris, Assistant Controller

Date Accepted: 1-7-13

KING COUNTY

Authorized Signature

Claudia Balducci

Claudia Balducci, Department Director

Date Accepted: 1/8/13

Approved as to form only:
King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED - A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

CONTRACT AMENDMENT - A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

CONTRACTOR - The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

DAY - Calendar day.

KCC - The King County Code.

PERSON - Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

PROJECT MANAGER - The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW - The Revised Code of Washington.

SCOPE OF WORK (SOW) -An exhibit to the Contract consisting of a written description of the Work to be performed.

SUBCONTRACTOR - The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

WORK - Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific

phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.8 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this

Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.9 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.10 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager -	Assistant Controller
Pam Jones	Michael Pharris
1211 East Alder Street	6400 Lookout Road
Seattle, WA 98122	Boulder, Colorado 80301
206-205-9620	303-218-1345
pam.jones@kingcounty.gov	Michael.Pharris@bi.com
	[Fax Number]

2.11 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The

Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

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

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$3,000,000 Per Claim and in the Aggregate
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000

B. Other Insurance Provisions and Requirements

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

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

- a. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- b. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
- c. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.

- d. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

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

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

C. Subcontractors

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

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering

a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

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

B. Equal Employment Opportunity Efforts

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

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

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

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

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

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

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

E. Compliance with Laws and Regulations.

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

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business

at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

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

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

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

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

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should

such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.s

10.7 Severability

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

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

End Of Terms And Conditions

RFP 1221-12 Exhibit A - PROJECT SPECIFICATIONS AND SCOPE OF WORK

King County is seeking a qualified Contractor to provide Electronic Home Monitoring (EHM) for pre-adjudicated or sentenced juveniles and adults within the King County Department of Adult & Juvenile Detention (DAJD). Juveniles and adults who have been detained by the court and assessed to be eligible for release to the Electronic Monitoring Program would be the client base. Monitoring is a 24/7/365 operation and all equipment and services shall be fully functional at all times. The Contractor shall provide the entire system from transmitter, receiver/monitor, central computer hardware, repair/service and training of DAJD staff.

We anticipate the new contract to start on or before December 15, 2012. Currently the County is using the Home Guard 200 and no GPS tracking units are being used.

PART 1 – GENERAL

- A. The system shall provide a means of electronically monitoring a person's presence or absence at a specific location. The system shall be a continuously signaling, passive radio frequency based transmitter and receiver/monitor. It is estimated that approximately twenty (20) percent will require cellular RF monitoring units.
- B. The central computer shall be housed at and supervised by staff of the contracting agency 24 hours per day, seven (7) days per week. The Contractor shall immediately be able to respond to participant violations, tampering, equipment malfunctions, and inquiries by DAJD staff, and have a means of immediately communicating with DAJD.
- C. The system shall have the capacity to monitor approximately 145 offenders; 100 adults and 45 youth. The average length of time is 45 days for adults and 17 days for juveniles
- D. The system shall have the capacity to provide service to all of King County.
- E. The system used shall be non-intrusive to the client and require no active participation by the wearer of the device.
- F. The contracting agency shall provide training for DAJD staff on the use of equipment. The contracting agency shall also respond to DAJD staff questions by phone with no additional charge.
- G. Authorized County staff shall be able to log-in online and easily add, delete, update, inquire, and generate reports concerning the individuals being monitored with changes effective immediately.
- H. The County would accept new technology provided it meets the basic specifications of the RFP.
- I. The County currently does not pay the vendor charges incurred for lost or damaged equipment. A system is in place to recover vendor losses, which includes the Prosecutor and/or Court filing formal criminal charges. The annual percentage of lost or damaged equipment is less than 1% of the population served.

RFP 1221-12 Exhibit A - PROJECT SPECIFICATIONS AND SCOPE OF WORK

PART 2 - TRANSMITTER

- A. The transmitter shall be approximately 1" x 3" x4" and will attach around the ankle of offender.
- B. The transmitter shall be lightweight and weigh no more than six (6) ounces.
- C. The transmitter shall send an individually coded signal which has a range of approximately 150 feet.
- D. The strap and circuitry within the transmitter shall enable the transmitter to immediately notify the host computer (when in range of the receiver) of any tamper attempt or removal from the offender's ankle. This shall include severing the strap or removal of the transmitter without severing the strap. Tamper conditions shall be reset by an officer in the field and also have an auto-reset capability.
- E. Each transmitter and receiver shall be a matched pair with specific coding to prevent the possibility of two different offenders being able to make the same receiver send in a message.
- F. The case of the transmitter shall be sealed and be shock and water resistant.
- G. The strap which attaches the transmitter to the offender shall be adequate to fit most sizes of individuals and be replaceable in the field by agency personnel.
- H. The batteries powering the transmitter shall be easily replaced in the field by agency personnel.
- I. The transmitter shall be easily installed on the offender with minimal training and experience of the installer.
- J. The transmitter shall be capable of operating at temperatures of normal client environments.
- K. A tamper alert signal shall be sent upon a client entering the range of the receiver/monitor if tampering occurred while out of range. If in range when tamper occurs, notification will be immediate.
- L. Vendor shall supply up to four replacement straps and replacement batteries per year at no charge.
- M. The strap and any required fasteners shall not be available to the general public either commercially or through any mail-order outlet.

PART 3 – RECEIVER / MONITOR

- A. The receiver/monitor shall be easily installed in a central location in the client's home near the telephone. The receiver/monitor shall allow a field officer to conduct a range test in three minutes or less during standard installations in residences where officer safety is a concern. The range test can also be configured to last up to 15 minutes via a command from the host computer. Transmitter's effective range must be adjustable between 20-500 feet with 150 feet being the typical range used.

RFP 1221-12 Exhibit A - PROJECT SPECIFICATIONS AND SCOPE OF WORK

The current practice in the Juvenile Division is the equipment in most instances is installed in the client's home by a field officer. The field officer will remain in the home until confirmation of successful hook up.

- B. It will be easily attached to a standard pulse or touch-tone telephone as well as a standard 120 VAC power source by a designated employee with minimum training and experience in installation.
- C. The receiver/monitor shall indicate to the offender that it is receiving the signal from the transmitter.
- D. The system shall have repeating devices available if needed to claimant dead spots (null zones) in the client's residence.
- E. Each receiver/monitor shall be uniquely, electronically paired to a specific transmitter.
- F. The receiver/monitor shall receive any offender status change, such as when he entered or left the home, as well as the working condition of the home equipment and whether the transmitter is currently transmitting a tamper signal. These changes will be time stamped upon occurrence.
- G. The receiver/monitor shall transmit offender status and tamper information immediately to the host computer via standard telephone lines.
- H. The receiver/monitor shall also notify the host computer of any tamper attempts to the receiver/monitor itself, as well as phone line or power line disconnects.
- I. The receiver shall report approximately every four (4) to six (6) hours to the central computer that home equipment is operational.
- J. The receiver shall have a backup power source that allows for the storage of messages for at least eight (8) hours in the event of power failure. All messages should be time stamped upon occurrence.
- K. Cellular Unit, enables traditional radio frequency monitoring systems, a field monitor device, to work without a telephone line, is connected to the power within the client's home. It is estimated that approximately ten (10) percent of the units will be cellular.

PART 4 – CENTRAL COMPUTER HARDWARE

- A. The computer hardware shall have enough memory and storage capacity to handle approximately 200 receiver and transmitter units.
- B. The central computer shall be provided with an operating system that will allow multi-tasking and multi-user operation.
- C. It shall support up to seven (7) different curfews for each day and/or multiple curfews on one day.
- D. It shall provide immediate notification of all violations.
- E. It shall record actual time of occurrence and time of receipt of all status changes.
- F. It shall accept more than one exception per client at any one time.

RFP 1221-12 Exhibit A - PROJECT SPECIFICATIONS AND SCOPE OF WORK

G. It shall provide capability for officers to log on to the system through the internet to enter, exit and make schedule changes.

PART 5 – REPAIR, SERVICE, TRAINING & SPARES

- A. The vendor shall provide receiver/monitor/transmitter repair within a reasonable period of time. Specific timeframes will be negotiated between the contracting agency and the DAJD program monitor(s) within the first month of the contract.
- B. The vendor shall provide fifty (50) spare units for use, forty-five (45) for Adult Division, five (5) for Juvenile Division, in the event of a County or Jail emergency, and no fees shall be incurred until a spare unit is activated.
- C. The vendor shall provide an accounting of all equipment assigned to DAJD, on a quarterly basis, thereby allowing for reconciliation of missing or lost equipment.
- D. The vendor shall provide a minimum of ten (10) cellular passive radio frequency units, five (5) units assigned to the Adult Division, five (5) units assigned to the Juvenile Division for use of special needs clients.
- E. Local personnel with the proper security clearance shall be able to easily add, delete, update, inquire, and generate reports concerning the individuals being monitored by means of utilizing a Direct Response System. Is it the intent of the County that data entered will be processed immediately upon entry into the system as opposed to systems that act as an internet- based form submittal system.
- F. Direct and immediate response is necessary in the Adult Division – by phone and fax; and in the Juvenile Division – direct and immediate response via telephone and fax and telephone numeric page. The county does not want to rely solely on the Internet or email for violation notifications.
- G. The vendor shall provide a training program that shall include but is not limited to: go over Website access, setting up and modifying client profiles, equipment set-up and use, how to modify client schedules. The training program shall include two (2) separate training sessions held at a County office building to be determined later. Each session shall be four (4) hours long and if allowed by the County could be on the same day.

RFP# 1221-12 EXHIBIT B - PRICING

<u>CATEGORY</u>	<u>PRODUCT</u>	<u>RETNAL COST</u>	<u>MONITORING COST</u>	<u>PRICE PER DAY</u>
RF CELLULAR	HOMEGUARD 206	\$2.80	\$1.25	\$4.05
RF LANDLINE	HOMEGUARD 200	\$1.00	\$1.25	\$2.25

Equal Benefits Compliance Worksheet



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

Return this Worksheet, Declaration and any attached alternate compliance forms to King County

Name of Contractor: BI Incorporated
 Contact Person: Tracey Phoebus Phone Number: 303-218-1138
 Fax: 303-218-1189 E-mail: tracey.phoebus@bi.com
 Approximate Number of Employees in the U.S. 570 Solicitation / Contract #: RFP 1221-12

1. EMPLOYEE INFORMATION

- a. Do you have any employees?..... Yes No
- b. If 1.a is yes, are they Union, Non-Union, OR both?..... Union Non-Union

If the answer to Question 1a is "NO," (you DO NOT have any employees); you do not need to complete the remainder of the worksheet. Select Option C on the attached Declaration.

2. IF YOU HAVE NON-UNION EMPLOYEES

- a. Do you make any benefits available to employees?
[Paid by employer or not]..... Yes No
- b. Do you make any benefits available to the spouses of employees?
[Paid by employer or not]..... Yes No
- c. Do you make any benefits available to the domestic partner (DP) OR legally domiciled member of household (LDMH) of employees?
(Same-sex and Opposite-sex) [Paid by employer or not]..... Yes No

If the answers to both Questions 2(b) and 2(c) are "NO," (benefits offered to neither employees' spouses nor employees' DP or LDMH); select Option B on the attached Declaration.

If the answer to either Question 2(b) or 2(c) is "YES", continue to Question 3.

3. BENEFITS AVAILABLE FOR NON-UNION EMPLOYEES

Indicate which benefits are made available below. Check "Yes" for any benefit that is available, **paid for or not** (same & opposite-sex). Check "No" if not available. Available might mean a death benefit for Pension (joint annuity) or Disability can be paid to DP/LDMH. Bereavement leave policies must be equal for a DP/LDMH. Family leave must include an employee's DP/LDMH and their dependants. If moving expenses/Relocation increases when including a spouse, they must also increase for DP/LDMH.

Employee Benefit	Employees	Spouses	DP/LDMH
Health Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Dental Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vision Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Life	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Disability	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Pension/Retirement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Bereavement Leave	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Relocation (Moving Expenses)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Employee Benefit	Employees	Spouses	DP/LDMH
Business Travel (not mileage)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Member Discounts, facilities, events	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If **all** of the checked boxes in the "Spouses" and "DP/LDMH" columns match for all non-union and, if any, all union employees (see 5. below), select **Option A** on Page 3 on the attached Declaration. **OR:**

If **ANY** of the checked boxes in the "Spouses" and "DP/LDMH" columns do **NOT** match, please review **Option D** on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

4. IF YOU HAVE UNION EMPLOYEES

- a. Are any benefits available to the spouses of union employees? Yes No
- b. Are any benefits available to the DP/LDMH of union employees?..... Yes No

If the answer to either Question 4(a) or (b) is "YES", continue to Question 5.

5. BENEFITS AVAILABLE FOR UNION EMPLOYEES

Please indicate which union benefits are available on the list below. All instructions noted in Section 3 apply here. **Note:** Union benefits may be controlled by a trust, and the eligibility of DP/LDMH may be restricted by a Union Trust Administrator. Please contact King County Procurement and Contract Services Section at 206-263-9400 to learn how to apply for a Collective Bargaining Delay.

Employee Benefit	Employees	Spouses	DP/LDMH
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation (Moving Expenses)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Travel (not mileage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If **all** of the checked boxes in the "Spouses" and "DP/LDMH" columns match for all union and, if any, all non-union employees (see 3. above), select **Option A** on Page 3 of this Declaration. **OR:**

If **ANY** of the checked boxes in the "Spouses" and "DP/LDMH" columns do **NOT** match, please review **Option D** on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

Equal Benefits Compliance Declaration



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

King County cannot award a contract until you submit the attached Worksheet and this Declaration.

I, Ruth Skerjanec on behalf of BI Incorporated
(Name) (Contractor Name)

state that the Contractor complies with King County Ordinance 14823 and related rules because it:

(Select the Option that applies and sign form below)

Option A

- Makes benefits available on an equal basis to all its non-union and union employees with spouses and its employees with a domestic partner (same-sex and opposite-sex) OR legally domiciled member of household.

Option B

- Does not make ANY benefits available to the spouses or the domestic partner OR legally domiciled member of household of employees.

Option C

- Has no employees.

Option D

- Has received approved authorization from King County Procurement and Contract Services to delay implementation of equal benefits due to a **Collective Bargaining Agreement, Open Enrollment, or internal Administrative steps.** (Substantial Compliance Authorization Form attached).

ALTERNATE COMPLIANCE OPTION D Instructions

Prior to selecting this Option D, the contractor must complete and return an alternate compliance form to King County. Upon approval, the form will be returned to be included as an attachment to this Declaration. The **Substantial Compliance Authorization Form** can be found at:
http://www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx

Statement of Noncompliance

state that the Contractor does not comply and does not intend to comply with King County Ordinance 14823 and related rules for this contract.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is correct and true, and that I am authorized to bind this entity contractually.

Executed this 13 day of December, 20 13, at Boulder, Colorado
(City) (State)

Ruth Skerjanec
Signature

Ruth Skerjanec
Name (Please print.)

Vice President, Financial Planning
Title

84-0769926
Federal Tax Identification Number

6400 Lookout Road, Boulder, CO 80301
Address



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
NCOB, MLK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

Equal Benefits Substantial Compliance Authorization Form

Name of Contractor: BI Incorporated
Contact Person: Tracey Phoebus Phone Number: 303-218-1138
Fax: 303-218-1189 E-mail: tracey.phoebus@bi.com
Approximate Number of Employees in the U.S. 570 Solicitation / Contract #: _____

The Substantial Compliance Authorization form must be submitted along with supporting documents by those entities seeking to enter into a contract with King County and need additional time for implementation of equal benefits. A contractor must have this form approved by King County's Procurement and Contract Services Section (PCSS) prior to the award of the proposed contract with King County. Upon approval, the form will be returned to the contractor to be included as an attachment to the Equal Benefits Compliance Declaration.

Please carefully review the following categories of authorized delay and related instructions. Authorization in a delay in implementation of equal benefits will only be considered by meeting one or more of the following criteria described below.

To continue the application process, choose ALL the categories that apply:

Collective Bargaining Delay

Ending discrimination in benefits may be delayed until the expiration of a County Contractor's current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The County Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the County Contractor to take whatever steps necessary to end discrimination in benefits OR by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the County Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, must provide written proof of the efforts taken to seek the Union's permission to offer the benefits sooner.

For a delay to be granted under this provision, **written proof** must be submitted with this form that the above conditions have been met. A sample letter is available to County Contractors to provide to the Unions involved by contacting Contact King County Procurement and Contract Services Section at 206-263-9400.

Name of the labor organization(s) and expiration date(s) for each collective bargaining agreement:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Please list the benefits for which the delay is requested:

Please describe efforts made to implement equal benefits for Collective Bargaining Delay:

Open Enrollment Delay

Implementation of equal benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the County begins. This open enrollment delay may not exceed twelve (12) months from the date the contract with the County is entered into and applies only to benefits for which an open enrollment process is applicable.

Next benefit plan year begins: 11/1/2013 Date Equal Benefits will be available to employees: 11/1/2013

Description of benefits that will be delayed and reason for delay:

Medical care, dental care, vision care & life insurance benefits will be delayed. BI was acquired by the GEO Group, Inc. in 2011 & benefit plans changed. Open enrollment process ended before notice of contract award.

Description of efforts being undertaken to implement equal benefits for Open Enrollment Delay:

Benefit plans will be revised to include coverage for domestic partners and LDMHs of employees on an equal basis with spouses. Employees will be able to elect coverage during enrollment period in Sept 2013.

Administrative Delay

Implementation of equal benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits in the County Contractor's infrastructure. This administrative delay may not exceed three (3) months. An extension of this time may be granted at the discretion of the County, upon the written request of the Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of benefit(s) that will be delayed:

Description of necessary administrative steps to implement equal benefits, and dates to be achieved:

Cash Equivalent

In limited circumstances, the County may authorize a contractor to provide eligible employees with a Cash Equivalent payment in lieu of benefits that are unavailable due to circumstances outside of the contractor's control. The authorization does not relieve the contractor of its obligation to provide all other benefits it offers on an equal basis.

The County will evaluate each request to provide a Cash Equivalent on a case-by-case basis and decisions will be based on a consideration of such factors as:

The numbers of benefits providers identified and contacted by the contractor and verified responses from these providers that they will not provide equal benefits coverage; and the existence of benefits providers willing to offer equal benefits coverage to the contractor.

Please provide the name(s) of the Contractor's current benefit provider(s):

Name of Provider: _____ Phone: _____

Contact Person: _____ Benefit: _____

Name of Provider: _____ Phone: _____

Contact Person: _____ Benefit: _____

Name of Provider: _____ Phone: _____

Contact Person: _____ Benefit: _____

Name of Provider: _____ Phone: _____

Contact Person: _____ Benefit: _____

Providers contacted for the purpose of acquiring Equal Benefits coverage:

Name of Provider: _____ Date: _____

Contact Person: _____ Phone: _____

Name of Provider: _____ Date: _____

Contact Person: _____ Phone: _____

Name of Provider: _____ Date: _____

Contact Person: _____ Phone: _____

Name of Provider: _____ Date: _____

Contact Person: _____ Phone: _____

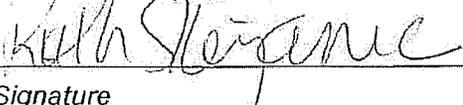
Name of Provider: _____ Date: _____

Contact Person: _____ Phone: _____

Any additional information relevant to the contractor's effort to acquire Equal Benefits coverage:

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is correct and true, and that I am authorized to bind this entity contractually.

Executed this 13 day of December, 20 ____, at Boulder, Colorado



Signature

Vice President, Financial Planning

Title

6400 Lookout Road, Boulder, CO 80301

Address

(City) (State)

Ruth Skerjanec

Name (Please print.)

84-0769926

Federal Tax Identification Number

AGENCY CUSTOMER ID: 712150

LOC #: Lauderdale

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED THE GEO GROUP, INC. AND ALL SUBSIDIARIES INCLUDING GEO CARE INC., CORNELL COMPANIES, INC., CORNELL ABRAXAS GROUP, INC. AND B.I., INC. 621 N.W. 53RD STREET, SUITE 700 BOCA RATON, FL 33487	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

I - ADDITIONAL WORKER'S COMPENSATION POLICIES (EFFECTIVE OCTOBER 1, 2012 TO OCTOBER 1, 2013)

CARRIER: NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA
 POLICY NO. 069863042 (CA)

CARRIER: ILLINOIS NATIONAL INSURANCE CO.
 POLICY NO. 069863043 (FL)

CARRIER: NEW HAMPSHIRE INSURANCE CO.
 POLICY NO. 069863044 (MN)
 POLICY NO. 069863045 (MA, ND, OH, WA, WI, WY)

II - POLICY LIMITS:

WORKER'S COMPENSATION: STATUTORY LIMITS
 EMPLOYERS LIAB: \$2,000,000 EA OCC/\$2,000,000 EA EMPLOYEE/\$2,000,000 POLICY LIMIT

III - PROFESSIONAL LIABILITY (CLAIMS MADE):

CARRIER: STEADFAST INSURANCE COMPANY
 LIMITS: \$3,000,000 PER LOSS / \$3,000,000 ANNUAL AGGREGATE
 POLICY NUMBER: IPR3792303-01
 POLICY PERIOD: 10/01/12 TO 10/01/13

IV - POLLUTION LIABILITY

CARRIER: AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
 LIMITS: \$10,000,000 EACH INCIDENT/\$10,000,000 AGGREGATE
 POLICY NO. PLC 2032977
 POLICY TERM: 10/01/2012 TO 10/01/2015

V - ADDITIONAL TERMS & CONDITIONS

GENERAL LIABILITY
 CONTRACTUAL LIABILITY IS PROVIDED PER FORM CG0001 - COMMERCIAL GENERAL LIABILITY
 COVERAGE INCLUDE SEVERABILITY OF INTEREST AND CROSS SUITS
 SEXUAL MOLESTATION - PHYSICAL ABUSE IS NOT EXCLUDED

GENERAL LIABILITY AND AUTO LIABILITY

BLANKET ADDITIONAL INSURED IS INCLUDED TO CERTIFICATE HOLDER IF REQUIRED BY WRITTEN CONTRACT
 INSURANCE IS PRIMARY AND NON CONTRIBUTORY

GENERAL LIABILITY, AUTO LIABILITY, WORKER'S COMPENSATION AND PROFESSIONAL LIABILITY

BLANKET WAIVER OF SUBROGATION IS PROVIDED AS REQUIRED BY WRITTEN CONTRACT

PROPERTY AS RESPECTS LESSEE CONTENT, IMPROVEMENTS, AND BETTERMENTS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 10/01/2012 forms a part of
Policy No. CA 344-72-98 issued to THE GEO GROUP, INC
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

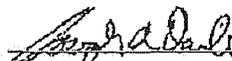
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY
BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT
OF SUCH PERSON OR ORGANIZATION LIABILITY ARISING OUT OF THE USE OF A
COVERED "AUTO".

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is
amended to add:**

- d. Any person or organization, shown in the schedule above, to whom you
become obligated to include as an additional insured under this policy, as a
result of any contract or agreement you enter into which requires you to
furnish insurance to that person or organization of the type provided by this
policy, but only with respect to liability arising out of use of a covered
"auto". However, the insurance provided will not exceed the lesser of:

-
- (1) The coverage and/or limits of this policy, or
(2) The coverage and/or limits required by said contract or agreement.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 10/01/2012 forms a part of
Policy No. GL 714-64-65 issued to THE GEO GROUP, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

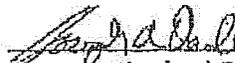
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 10/01/2012 forms a part of
Policy No. CA 344-72-98 issued to THE GEO GROUP, INC
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

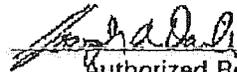
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.


Authorized Representative

62897 (6/95)

POLICY NUMBER: GL 714-64-65

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Name Of Person Or Organization:**

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2012 forms a part of Policy No. WC 069-86-3041

Issued to THE GEO GROUP INC

By NEW HAMPSHIRE INSURANCE COMPANY

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

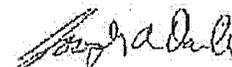
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative



The City of Seattle
CITY PURCHASING
 700 – Fifth Avenue., Suite 4112
 PO Box 94687
 Seattle, WA 98124-4687

BLANKET CONTRACT

Blanket Contract # 000002649	Date 06/20/2016	Change Order # 2
Payment Terms 1%, Net 10 Days	Freight Terms FOB, Destination	
Buyer: David Stubblefield	FAX: 206-233-5155	Phone: 206-684-0452

Vendor #0000318641
 Sentinel Offender Services, LLC
 220 Technology Drive, Suite 200
 Irvine, CA 92618

Contact: Alan Velasquez, Vice
 President
 Phone: 800-929-8201
 Cell: 949-678-0813
 Fax: 949-453-1554
 E-mail: avelasquez@sentrak.com

Ship To:

Seattle Municipal Court

Bill To:

Offenders as directed by Court

Sentinel Offender Services, LLC is awarded a contract, as a result of RFP process conducted on 02/17/2010, for providing the City of Seattle with Court Ordered Electronic Monitoring Services, as specified in Attachment 1 – Contract Terms, Attachment # 2 – Pricing, RFP #2649 and proposal response shall be incorporated by reference.

Original Contract Term: This contract is from 07/01/2010 to 06/30/2015.

Change Order #1: Issued to extend contract for a one year term.

Change Order #2: Issued to extend contract for a one year term.

The contract has options for automatic renewals of one two-year extension allowed at the option of the City/Court. Such extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

Orders shall be placed by SEATTLE MUNICIPAL COURT. Invoicing shall be made directly to the offender receiving services. Each invoice shall indicate Contract #000002649.

Requests for price increases shall be considered only immediately prior to a contract anniversary period, as follows: Requests for price increases shall be considered when provided at least 45-days prior to the contract anniversary date, and shall take effect on the contract anniversary date. Requests by the Contractor shall be given to the Buyer in writing, and shall demonstrate the following:

- Price request shall be no greater than the total of changes to the CPI Index for King County or other pricing index appropriate to the particular product or service;

Authorized Signature/Date

David Stubblefield 5/9/16

- Not produce a higher profit margin than that on the original contract;
- Clearly identify the items impacted by the increase;
- Be accompanied by documentation acceptable to the Buyer sufficient to warrant the increase;
- And remain firm for a minimum of 365 days.

The request shall be considered by the Buyer and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the Buyer.

The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or for other circumstances beyond the control of both parties, in the opinion of the Buyer. David Stubblefield is the buyer on this contract and can be reached at (206)684-0452.

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

Authorized Signature/Date

--



The City of Seattle
CITY PURCHASING
 700 – Fifth Avenue., Suite 4112
 PO Box 94687
 Seattle, WA 98124-4687

BLANKET CONTRACT

Blanket Contract # 000002649	Date 06/20/2015	Change Order # 1
Payment Terms 1%, Net 10 Days	Freight Terms FOB, Destination	
Buyer: David Stubblefield	FAX: 206-386-0068	Phone: 206-684-0452

Vendor #0000318641
 Sentinel Offender Services, LLC
 220 Technology Drive, Suite 200
 Irvine, CA 92618

Contact: Alan Velasquez, Vice
 President
 Phone: 800-929-8201
 Cell: 949-678-0813
 Fax: 949-453-1554
 E-mail: avelasquez@sentrak.com

Ship To:

Seattle Municipal Court

Bill To:

Offenders as directed by Court

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Orders shall be placed by SEATTLE MUNICIPAL COURT. Invoicing shall be made directly to the offender receiving services. Each invoice shall indicate Contract #0000002622.

Requests for price increases shall be considered only immediately prior to a contract anniversary period, as follows: Requests for price increases shall be considered when provided at least 45-days prior to the contract anniversary date, and shall take effect on the contract anniversary date. Requests by the Contractor shall be given to the Buyer in writing, and shall demonstrate the following:

- Price request shall be no greater than the total of changes to the CPI Index for King County or other pricing index appropriate to the particular product or service;
- Not produce a higher profit margin than that on the original contract;

Authorized Signature/Date

David Stubblefield 6/20/15

- Clearly identify the items impacted by the increase;
- Be accompanied by documentation acceptable to the Buyer sufficient to warrant the increase;
- And remain firm for a minimum of 365 days.

The request shall be considered by the Buyer and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the Buyer.

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All vendors are required to use Green Seal approved products or other certification acceptable to the city. This includes all cleaning and janitorial work done at all locations for the City of Seattle. The web site for Green Seal is: <http://www.green Seal.org/findaproduct/index.cfm>

Authorized Signature/Date



The City of Seattle
CITY PURCHASING
 700 – Fifth Avenue., Suite 4112
 PO Box 94687
 Seattle, WA 98124-4687

BLANKET CONTRACT

Blanket Contract # 0000002649		Date 07/01/2010	Change Order #
Payment Terms 1%, Net 10 Days	Freight Terms FOB, Destination		
Buyer: David Stubblefield	FAX: 206-386-0068	Phone: 206-684-0452	

Vendor #0000318641
 Sentinel Offender Services, LLC
 220 Technology Drive, Suite 200
 Irvine, CA 92618

Contact: Alan Velasquez, Vice
 President
 Phone: 800-929-8201
 Cell: 949-678-0813
 Fax: 949-453-1554
 E-mail: avelasquez@sentrak.com

Ship To:

Seattle Municipal Court

Bill To:

Offenders as directed by Court

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Orders shall be placed by SEATTLE MUNICIPAL COURT. Invoicing shall be made directly to the offender receiving services. Each invoice shall indicate Contract #0000002622.

Requests for price increases shall be considered only immediately prior to a contract anniversary period, as follows: Requests for price increases shall be considered when provided at least 45-days prior to the contract anniversary date, and shall take effect on the contract anniversary date. Requests by the Contractor shall be given to the Buyer in writing, and shall demonstrate the following:

- Price request shall be no greater than the total of changes to the CPI Index for King County or other pricing index appropriate to the particular product or service;
- Not produce a higher profit margin than that on the original contract;
- Clearly identify the items impacted by the increase;

Authorized Signature/Date

David Stubblefield 7/7/2010

- Be accompanied by documentation acceptable to the Buyer sufficient to warrant the increase;
- And remain firm for a minimum of 365 days.

The request shall be considered by the Buyer and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the Buyer.

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All vendors are required to use Green Seal approved products or other certification acceptable to the city. This includes all cleaning and janitorial work done at all locations for the City of Seattle. The web site for Green Seal is: <http://www.greenseal.org/findaproduct/index.cfm>

Authorized Signature/Date

David Stubblefield 7/7/2010

ATTACHMENT #1
VENDOR CONTRACT #0000002649
CONTRACT TERMS AND SPECIFICATIONS
AGREEMENT
By and Between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
And
SENTINEL OFFENDER SERVICES, LLC.
For
COURT ORDERED ELECTRONIC MONITORING SERVICES

1. **Agreement**

This Agreement is made this 24th day of June, 2010 (the "Effective Date"), by and between City of Seattle (City) Seattle Municipal Court (Court), a municipal corporation of the State of Washington (the "City")/Seattle Municipal Court (Court), and Sentinel Offender Services, LLC (Vendor), a Limited Liability Company organized and existing under the law of the State of Delaware and authorized to do business in the State of Washington (the "Vendor").

The City agrees to procure and the vendor agrees to provide as a Court Ordered Electronic Monitoring Services Program that offers 24/7 supervision of offenders, to provide continuous monitoring of offenders and provides all accompanying equipment, case management, and support described and specified in this Agreement including the Contract Cover Sheet, the Pricing Sheet, Attachment #1, RFP #2649, and the Vendor's proposal. The program is offender-funded. Seattle Municipal Court is the primary customer; the contract is executed through City Purchasing for the City of Seattle and Seattle Municipal Court. The Offender is billed directly for services by Vendor.

2. **Entire Agreement**

This Agreement, including all Supplements and Exhibits referenced herein, constitutes the entire agreement between the City and the Vendor. The City's Request for Proposal #2649 ("RFP"), the Addenda to the RFP, and the Vendor's proposal submitted in response to the RFP are explicitly included as Supplement to this Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, then the RFP and Addenda, and then the Vendor's proposal.

3. **Contract Term**

This contract shall be for five years beginning July 1, 2010 through June 30, 2015, with one two-year extension allowed at the option of the City/Court. Such extension shall be automatic, and shall go into effect without written confirmation, unless the City/Court provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

4. **Scope of Vendor's Services**

The Vendor agrees to provide to the City/Court services and any materials set forth in the project narrative identified herein and in RFP #2649 as "Scope of Work" during the agreement period. No material, labor, or facilities will be furnished by the City/Court, unless otherwise provided for in the Agreement.

5. **Accounting and Payment for Vendor Services**

Payment to the Vendor for services rendered under this Agreement shall be as set forth in Attachment 2. All payments for this service are provided by the defendant population being served. The payments collected from the defendants served shall constitute full payment for all services and equipment provided under this contract. Vendor shall be responsible for collecting and accounting of all

fees and charges for such services and equipment, and The City/Court shall not be responsible for payment of any amounts not received or collected by Vendor.

6. Equipment and Inventory

Through the rental program to offenders, the Vendor shall furnish all equipment for the electronic monitoring of offenders/defendants referred by the Seattle Municipal Court, appropriate to varying levels of court supervision for offenders. The equipment supplied by the Vendor will include equipment for the offenders, sufficient fees to allow a sliding scale and indigent subscription offering, and equipment as needed for the Municipal Court, the total costs of which shall be funded through the rental costs to the offender.

The Sentencing Judge shall designate and/or approve the appropriate equipment for each offender/defendant that reflects the varying levels of supervision such as: alcohol/drug detection, stepped levels of reporting violations to the court, and various levels of limited/restricted geographic areas.

Seattle Municipal Court will have the final decision over all placements and terminations of offenders in the program. The Vendor shall place rules or regulations as specified in this resultant contract, but shall not place any additional restrictions on defendant unless approved by the Seattle Municipal Court.

1. The Vendor must be able to provide to offenders through rental, as appropriate with direction from the Municipal Court, all electronic monitoring equipment and services necessary to meet the needs of the program. The cost of rental should include all costs, including shipping, storage and installation if any, services and maintenance.
2. The Vendor shall repair and/or replace defective or malfunctioning parts and/or equipment immediately after the notice or knowledge of a malfunction or failure that may impede or interrupt Electronic Monitoring Services. Vendor will notify the Seattle Municipal Court immediately as soon as a malfunction is known and also upon completion of the repair and/or replacement.
3. The Vendor will inform the Seattle Municipal Court of any changes, improvements or newest versions of the equipment available to their company advise and seek approval from the Seattle Municipal Court before converting to such equipment.
4. The Vendor shall maintain an inventory of equipment and devices sufficient to meet more than the typical demand for equipment.

Voice Verification: The vendor must be able to provide supervision of defendants through technology that possesses voice verification capabilities with a random call-out system.

Random Callout/Callbacks: Vendors must have the ability to perform random callout and have a monitoring center with the ability to make random callbacks. The vendor must have the ability to follow up any violation with a personal call back to the offender to verify and/or attempt to correct the violation or problem situation.

Vendor Access: The vendor representative must be easily accessible during court business hours, for the Municipal Court to contact in order to notify the vendor of any changes, terminations, etc in the daily monitoring of defendants.

Licensing: Vendor and personnel and equipment must have all appropriate licenses and certifications required for compliance by appropriate government agencies to perform the Services.

The Equipment should allow for easy identification of the defendant being monitored and should be tamper proof. The City of Seattle or the Seattle Municipal Court shall not assume any liability for vendor's equipment.

7. Radio Frequency (RF) Monitoring

Offender equipment shall utilize "active monitoring" (continuous RF) technology with multiple (transmitter, strap, and receiver) and low battery alert. Equipment must have dynamic memory storage and internal battery back-up with a minimum of 24 hours of self-containment for continual monitoring in the event of a power loss. The system must produce customized reports, and the Vendor shall supply reports requested by the Seattle Municipal Court. Such reports should include defendant's compliance or lack of compliance with the program.

8. Global Positioning System

The Court with the assistance of the City requires active and/or passive tracking of an offender/defendant through the use of a Global Positioning System (GPS) allowing for the offender/defendant to be tracked 24 hours per-day within a maximum 100 foot radius of his/her actual location. The Vendor must provide customized reports requested by the Seattle Municipal Court. Such reports should include defendant's compliance or lack of compliance with the program.

9. Alcohol Monitoring

The Vendor must have Alcohol Monitoring (AM) equipment and services and indicate whether they can offer Transdermal (TAC) or Breath (BrAC) systems, or both. The Court again seeks the most progressive equipment options for consideration, as well as the more familiar technologies. The Court expects to prefer Transdermal, but the Vendor shall offer both options. The system must be capable of producing customized reports requested by the Seattle Municipal Court. Such reports should include defendant's compliance or lack of compliance with the program.

10. Municipal Court Auxiliary Communications Services and Equipment

The Vendor shall have, at no cost to the City/Court, all of their own communication equipment. If a need arises for the Court to have access to equipment to receive reports from the GPS system then the Vendor shall provide.

11. Offender/Defendant Telephone Service

For those offenders/defendants for whom RF monitoring is requested who do not have residential telephone service and who are not eligible for initiation of phone service, the Vendor may provide either alternate technology or installation of a phone line at the residence at no extra charge to the Seattle Municipal Court or the Defendant (offender funded program).

12. Technical Specifications

The Vendor must make available upon request complete technical specifications for each item of equipment proposed in the RFP Submittal, including, but not limited to, the following:

1. Transmitter

The transmitter must neither pose a safety hazard nor unduly restrict the activities of the offender/defendant.

- a. Dimensions
- b. Material
- c. Weight
- d. Battery Type
- e. Battery Life
- f. Battery Charging Capabilities

- g. Strapping device
 - h. Must be field serviceable
 - i. Possible transmission obstacles/interference
 - j. Transmission cycles
 - k. Tampering Features
2. Receiver
 - a. Battery Backup system (type) and capabilities
 - b. Battery Discharge time under power loss
 - c. Interface with any telephone calling features
 3. Cellular telephone coverage area
 4. Host Computer
 - a. General Description
 - b. Operating System
 - c. Polling cycle
 5. Operational Requirements
 - a. Power Source
 - b. Backup Power
 - c. Security Measures to protect power source
 - d. Telephones
 - (1) sources
 - (2) system type
 - (3) how many lines and type
 - (4) alternate communications source in case of loss of line capability
 - (5) security measures protecting the telephone lines
 - e. Data backup and security
 - f. Methods (s) of validating continuous operation of equipment, systems, and services
 6. Performance Characteristics (All applicable equipment)
 - a. Sensitivity
 - b. Effective range of operation
 - c. Limitations
 - d. Hindrances of performance
 - e. Other performance related information
 7. All equipment used has been approved by Federal Communication Commission.

13. Detection of Violations

The Vendor will be required to quickly and accurately report all violations to the appropriate parties. The Vendor must be capable of immediately detecting a violation and taking immediate action. The level of notification and type of notification will be determined by the Seattle Municipal Court. The vendor must have the ability to fax/e-mail written documentation of a violation immediately, and no later than the same business days as the violation. The Seattle Municipal Court shall specify requirements for customized reports that the Vendor will provide regarding offender/defendant violations.

14. Offender Case Management

In combination with electronic monitoring equipment, the Vendor shall provide "offender management" services, which include, but are not limited to, the following. Vendor must offer case management services, key staff, and provide the following services:

1. Offender initial contact;
2. Conduct offender orientation on program requirements.
3. Enroll offenders into program
4. Install the devices on the offender;
5. Monitoring of offenders with notification to Court for any violations;
6. Schedule office visits with offenders for compliance purposes.
7. Report results of office visits, and any violations of rules, regulations, and/or other requirements, to the Seattle Municipal Court.
8. Assess fees and collect offender payments for services (Pre-Trial Program)
9. Provide custom reports to Seattle Municipal Court upon request
10. Provide court testimony, either in person or written, as required at no cost to the Seattle Municipal Court or City. The vendor should be able to testify in court as to the program, compliance, and for noncompliance if required by the Seattle Municipal Court, the City of Seattle Prosecuting Attorney, and/or Defense Attorney.
11. Provide and maintain a database computer system to enroll offenders, monitor their activities, and otherwise operate the offender management system. This database system should ensure that access to offender information is restricted to only those persons authorized by Seattle Municipal Court.

15. Level of Services

The Vendor must provide continuous seven-day / 24 hour monitoring services and have a person available for questions and technical support. In addition, the Vendor shall have sufficient staff to provide equipment maintenance services (as and where needed) on a 7-day/ 24 hour basis. The Vendor shall respond to all maintenance requests within 24 hours of notification and respond to the EM supervisor stating the problem reported and the response.

16. Monitoring Office Downtown

It is the intent that the Vendor will staff and maintain a local office within a reasonable distance of the City of Seattle's Municipal Court, Probation Office. It is the intent that the Vendor services be available as close as reasonably possible to the Court. Vendor must maintain an office in downtown Seattle near (nearest 2 to 3 building radius) the Court, to provide service to offenders that are part of the program and easy access for the Court. The office will be open and staffed during normal court hours (Monday through Saturday) mirroring the Court's operating hours.

The Municipal Court has space available for rent to meet this requirement and a separate rental agreement shall be entered into between the Vendor and Seattle Municipal Court. It will be the financial responsibility of the Vendor to pay for all office related expenses Vendor's employees shall comply with any applicable City rules and regulations regarding building usage.

The City/Court reserves the right to review rates as frequently as bi-annually and adjust the rate accordingly.

Satisfactory completion of a criminal history background check and fingerprint verification is a requirement for all staff and contractor(s) placed at the Court. Maintaining a satisfactory criminal history is a condition for continued placement.

The monitoring facility shall be inspected for at least the following requirements:

1. Staff exclusively devoted to providing electronic monitoring services. The center shall be a single use facility, i.e. cannot be monitoring fire alarms, burglary alarms, etc.
2. The monitoring center shall be staffed 24 hours a day, seven days a week;
3. The monitoring center shall be located in a secure venue;
4. The monitoring center shall be equipped with a functional alarm system and be security patrolled;
5. The monitoring system shall be equipped with a complete identical backup computer system. If the system cannot be restored to 100% within nominal time, the backup computer system shall be activated to assume the functions of the original computer;
6. The monitoring center shall provide for an automatic backup of data on magnetic media for any commercial power loss. The backup procedure shall also be performed at least on a daily basis to prevent data loss due to a system failure;
7. Provide regular backup schedule
8. Be able to demonstrate the use of backup data to restore the system;
9. The monitoring center shall be equipped with a secondary power and uninterruptable power supply.
10. The monitoring system shall be equipped with sufficient number of workstations and operators to accommodate the data entry, changes, report printing and other functions without disrupting the monitoring process;
11. All telephone lines into the monitoring center facility shall be recorded for later playback.

17. Installation

The Vendor will conduct all installation to all offenders/defendants in all programs. Installation is at the discretion of the court and will be done immediately and no later than the same court business day (Monday through Saturday) of the offender/defendant being ordered to be on any one of the monitoring programs. Installation may be done at the home of the offender/defendant, or at the office maintained by Vendor, at a Detention Facility or at the Court, as directed by the Court.

18. Disclosure of Information

The Seattle Municipal Court will provide the Vendor any necessary information about the defendant being monitored. The Vendor shall ensure compliance with each of the following requirements of disclosure.

1. Any personal or monitoring information regarding the offender/defendant that is made available to the Vendor shall be used by the Vendor only for the purpose of providing electronic monitoring services to Seattle Municipal Court, and shall not be divulged or made known in any manner to any person except as may be necessary to provide services as required by Seattle Municipal Court.
2. The Vendor shall be responsible for protection of the confidentiality of each offender/defendant records and meet all standards of records keeping as set forth by the Court.

19. Training

Vendor will provide on-site training to all necessary Court staff prior to implementation of these services or any change in the monitoring reports or processes. Vendor will continue to provide

training, at the request of the Seattle Municipal Court to new staff that interacts with offenders on one of the monitoring programs.

20. Specific Compliance

The Vendor shall be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- WA OSHA Requirements
- Federal Communications Commission

21. Pricing - Offender Funded Program

1. Pricing will utilize a rental rate charged to the offenders. Pricing may also include a Home Monitoring Enrollment fee as proposed by the Vendor.
2. All non-indigent defendants are expected to pay the Vendor their fees in advance and will pay fees weekly.
3. Defendants are responsible for their assessed daily fee for any day or portion thereof that the defendant is in the EHM program.
4. In the event a defendant refuses to pay his/her EHM fees, the Vendor will:
 - a. Send the defendant a "Five Day Termination Notice"
 - b. If the defendant has not made payment or arrangements to pay within the five days, the Vendor will terminate the defendant from the program.
 - c. The Vendor will file a "Termination EHM Removed" report the day the defendant is terminated.
5. Vendor will offer a sliding scale to allow lower income offenders a lower rate, and a plan for indigent participants (someone verifiably unemployed and/or on public assistance to the satisfaction of the Vendor, documented, with the documentation maintained in the offenders file) who are ordered into this program by the Court. The Vendor will allow at least 25% of its daily population to be on indigent pay list. Of this indigent pay list up to 5% of offenders will be offered a "free of charge" option. The Vendor will monitor the number of indigents applying for EHM services and provide reports to the court of those not accepted for EHM services. See Attachment #2, Pricing.
6. Vendor must verify income from defendants, by seeking documentation from the defendant, and will maintain the documentation in the records, to verify their hourly wages. If a defendant cannot produce such documentation, s/he will be assessed a fee of \$7.50 per day until documentation is produced.
7. Vendor will provide reports as requested by the Seattle Municipal Court regarding enrollment, discharge, violations, and terminations, and a summary of offender charges and payments for the specified period of time.
8. Vendor will have a system to properly document, invoice, collect and credit offenders, and has the sole responsibility to collect funds from the offenders/defendants.

22. Participant Enrollment

Upon notification by the Court to Vendor Staff of a court order for a defendant/client to serve a period of time on electronic home monitoring, the Vendor will conduct a client orientation interview. Courtroom staff will provide the Vendor with a copy of the order for Electronic Home Monitoring. All information, documents, records or electronic data provided by Vendor Staff is the property of Municipal Court and may not be used for purposes other than evaluation for

participation in the home monitoring program. The Vendor shall complete an application for Electronic Home Monitoring, according to the procedures set forth in the Program Operational Manual. All client files will be maintained by the Vendor in a secure manner for a period of seven years, or such other period of retention as The Court may direct.

The Vendor shall complete the enrollment process with the client, including the application, curfew schedule and fee assessment; schedule an appointment for installation of the necessary equipment and appointments for verification of the monitoring activities. The Vendor shall install the monitoring equipment as has been ordered by the Court and perform any necessary inspections of that equipment and the schedule established with the defendant/ client.

The Vendor shall be responsible for all hook-ups.

The Vendor shall assume the financial responsibility of all long distance telephone charges associated with the monitoring unit and the central host computer communications. The program participant (also referred to as defendant/ client) shall assume all cost of basic telephone service, local calls and other phone expenses. The Court acknowledges that the Vendor must perform periodic maintenance during which the system may be required to be temporarily "off-line". The Vendor shall notify the Court in advance of any such situation. Monitoring services interrupted by accident or by act of God shall be converted to an alternate or backup system or monitoring center within 48 hours of the system going off-line. The Vendor shall provide notification to The Court as soon as possible after such interruption of monitoring services and shall notify The Court as soon as possible when the monitoring services are re-instituted.

23. Alert Notification

The Vendor will perform the functions of data entry and data storage for all properly enrolled clients. The data entry function consists of input of all required demographic, curfew and system configuration information on each case into the central host computer system. Notification of all Alerts and Messages shall be made to the Courtroom as outlined in the Program Operational Manual. This includes Curfew, Equipment, Communications, Program Rules and Alcohol Alert/ Messages. The Courtroom shall respond to the Alert/ Message Notifications as outlined in the Program Operational Manual.

24. Referral of Defendants/ Defendants' Responsibility for Loss/ Damage to Equipment

The Court shall direct defendants to report to and participate in the Electronic Home Monitoring Program provided by the Vendor, including the written contract agreement of defendant with Program Rules and Conditions of Participation, included in the Program Operational Manual and specifying that full costs of equipment (for loss of or damage to any electronic home monitoring equipped assigned to defendant) will be assessed of the defendant commensurate with current market value of the equipment.

25. Payment by Defendant

Fees are established between the defendant, client and Vendor and are paid weekly, one week in advance, as outlined in the Program Operational Manual. Fees shall be paid directly to the Vendor, and the Court shall not be responsible for collection of any fees for service, refunds or reimbursement of any unpaid amounts.

26. Customer Support

The Vendor shall provide the Court with its best efforts to answer specific customer support requests as related to the equipment, monitoring services and overall operation of the program. The Vendor agrees to maintain an Office Manager commensurate with the demands and needs of the program and referral volume. The Vendor agrees to maintain regularly established office hours and a sited office to support the referral and monitoring activity. This may be on-site, pending a referral caseload to

support an independent office site. Both parties agree to establish a mutually agreeable standard operating procedure setting forth the duties and responsibilities of each party which will be defined in the Program Operational Manual.

27. Training

The Vendor shall provide appropriately assigned program training to the Court at no charge prior to the commencement of the monitoring service. The training includes both classroom-type and practical hands-on instruction. Mandatory training shall be provided to the Vendor's monitoring staff by the Vendor. Training shall include, but not be limited to, all job related tasks specific to the job classification. Training shall include step-by-step instruction, hands on and skill testing of the equipment and operational aspects. In addition, staff shall be experienced in or be provided training for working with the defendant/ client population and criminal justice system. Refresher and maintenance training will be provided as needed. All Vendor staff shall demonstrate a high degree of job-related knowledge and professionalism.

28. Referrals:

Referrals for this Program are limited to persons convicted of or who have pled guilty to DUI or Physical Control, per RCW 46.61.5055 and such other populations as agreed upon by the parties.

29. Records/Statistics

Statistical information will be maintained and provided to the Court on a daily, monthly and yearly basis. This statistical information will include, but is not limited to, client enrollment, completions, date on/off of program, violations, failures, screenings, equipment numbers, court information, range of fees assessed, and other information as required by the Court. Vendor will maintain records in a normal course of business. The Court will make every effort to meet reasonable requests.

30. Self-Pay Program Participants

All defendants referred by the Court will be considered under the Vendor's self-pay program. All fees involved with the implementation of the Electronic Home Monitoring Program are assessed to the defendant and paid by the defendant. In no event shall the Court/City be obligated to provide compensation for the services under this program. The Vendor will collect fees for monitoring based on the daily fee calculations from the Income Scale Worksheet and as referenced in the Program Operational Manual. The Vendor will produce a monthly report detailing each participant's name, identification number, and days on the program.

31. Collection of Fees

The Vendor will establish daily program participation fee, which shall be based on the Income Scale Worksheet. The Vendor will collect participation fees from the client on a weekly basis. The Vendor can assess a \$35 application processing fee at the time of the client screening, as referenced in the Program Operational Manual.

32. Addresses for Notices

All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If delivered by the U.S. Postal Service, it must be addressed to:

David Stubblefield
City Purchasing Office
PO Box 94687
Seattle, WA 98124-4687

If delivered by a courier, overnight delivery or other service, address to

David Stubblefield
City Purchasing Office
700 5th Ave., #4112
Seattle, WA 98104-50

If to the Vendor:

Alan Velasquez-Vice President
Sentinel Offender Services, LLC
22o Technology Drive, Suite 200
Irvine, CA 92618

Or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

33. Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the CITY and the VENDOR have caused this Agreement to be executed.

VENDOR:

THE CITY OF SEATTLE

SENTINEL OFFENDER SERVICES, LLC.

PURCHASING SERVICES DIVISION
DEPARTMENT OF EXECUTIVE
ADMINISTRATION

By: Alan Velasquez
Title: Vice President
Date: 6/29/10

By: David Stubblefield
Title: Senior Buyer
Date: 7/7/2010

SEATTLE MUNICIPAL COURT

By: Yolande E. Williams
Title: Court Administrator
Date: July 1, 2010

Appendix E: Electronic Monitoring Restrictions from RCW 9.94A.734

Prohibited Crimes

Under RCW 9.94A.734, persons convicted of the following offenses are statutorily prohibited from EHD:

- **Any violent offense** as defined in RCW 9.94A.030:
 - Any felony defined under any law as a class A felony or an attempt to commit a class A felony;
 - Murder in the first degree (RCW 9A.32.030)
 - Murder in the second degree (RCW 9A.32.050)
 - Homicide by abuse (RCW 9A.32.055)
 - Manslaughter in the first degree (RCW 9A.32.060)
 - Assault in the first degree (RCW 9A.36.011)
 - Assault of a child in the first degree (RCW 9A.36.120)
 - Kidnapping in the first degree (RCW 9A.40.020)
 - Trafficking in the first degree (RCW 9A.40.100(1))
 - Arson in the first degree (RCW 9A.48.020)
 - Burglary in the first degree (RCW 9A.52.020)
 - Robbery in the first degree (RCW 9A.56.200)
 - Criminal solicitation or (RCW 9A.28.030) or criminal conspiracy to commit (RCW 9A.28.040) a class A felony;
 - Manslaughter in the first degree (RCW 9A.32.060);
 - Manslaughter in the second degree (RCW 9A.32.070);
 - Indecent liberties if committed by forcible compulsion;
 - Kidnapping in the second degree (RCW 9A.40.030);
 - Arson in the second degree (RCW 9A.48.030);
 - Assault in the second degree (RCW 9A.36.021);
 - Assault of a child in the second degree (RCW 9A.36.130);
 - Extortion in the first degree (RCW 9A.56.120);
 - Robbery in the second degree (RCW 9A.56.210);
 - Drive-by shooting (RCW 9A.36.045);
 - Vehicular assault (RCW 46.61.522), when caused by the operation or driving of a vehicle by a person while under the influence of intoxicating liquor or any drug or by the operation or driving of a vehicle in a reckless manner; and
 - Vehicular homicide (RCW 46.61.520), when proximately caused by the driving of any vehicle by any person while under the influence of intoxicating liquor or any drug or by the operation of any vehicle in a reckless manner.
- **Any sex offense** as defined in RCW 9.94A.030:
 - A felony that is a violation of chapter 9A.44 RCW other than RCW 9A.44.132 (Failure to register as a sex offender or kidnapping offender), unless the felony failure to register is the person's second conviction for a felony failure to register under RCW 9A.44.132(1);
 - A violation of RCW 9A.64.020 (Incest);

Appendix E: Electronic Monitoring Restrictions from RCW 9.94A.734

- A felony that is a violation of chapter 9.68A RCW (Sexual Exploitation of Children) other than RCW 9.68A.080 (Reporting of depictions of minor engaged in sexually explicit conduct);
- A felony that is, under chapter 9A.28 RCW, a criminal attempt, criminal solicitation, or criminal conspiracy to commit such crimes; and
- A felony with a finding of sexual motivation under RCW 9.94A.835.
- **Any drug offense** as defined in RCW 9.94A.030:
 - Any felony violation of chapter 69.50 RCW **except** possession of a controlled substance (RCW 69.50.4013) or forged prescription for a controlled substance (RCW 69.50.403).
- **Reckless burning in the first or second degree** (9A.48.040 & 9A.48.050)
- **Assault in the third degree** (9A.36.031)
- **Assault of a child in the third degree** (9A.36.140)
- **Unlawful imprisonment** (9A.40.040)
- **Harassment** (9A.46.020)
- **Court shall deny home detention when there has been a previous knowing, substantive, non-technical violation of the terms of a home detention program.** (9.94A.734 (6)(a))
- **Court may deny home detention when there has been a previous knowing, nonsubstantive, technical violation of the terms of a home detention program.** (9.94A.734 (6)(b))

Allowable Crimes with Restrictions

The following offenders have substantial restrictions on the use of EHD:

- Home detention may be imposed for offenders convicted of possession of a controlled substance under RCW 69.50.4013 or forged prescription for a controlled substance under RCW 69.50.403. The offender is eligible if the offender fulfills the participation conditions set forth below and is monitored for drug use by a treatment alternatives to street crime or a comparable court or agency-referred program.
- Home detention may be imposed for offenders convicted of burglary in the second degree as defined in RCW 9A.52.030 or residential burglary conditioned upon the offender:
 1. Successfully completing twenty-one days in a work release program; and
 2. Having no convictions for burglary in the second degree or residential burglary during the preceding two years and not more than two prior convictions for burglary or residential burglary;
 3. Having no convictions for a violent felony offense during the preceding two years and not more than two prior convictions for a violent felony offense;
 4. Having no prior charges of escape; and
 5. Fulfilling the other conditions of the home detention program.
- Home detention may be imposed for offenders convicted of taking a motor vehicle without permission in the second degree as defined in RCW 9A.56.075, theft of a motor vehicle as defined under RCW 9A.56.065, or possession of a stolen motor vehicle as defined under RCW 9A.56.068 conditioned upon the offender:

Appendix E: Electronic Monitoring Restrictions from RCW 9.94A.734

1. Having no convictions for taking a motor vehicle without permission, theft of a motor vehicle or possession of a stolen motor vehicle during the preceding five years and not more than two prior convictions for taking a motor vehicle without permission, theft of a motor vehicle or possession of a stolen motor vehicle;
2. Having no convictions for a violent felony offense during the preceding two years and not more than two prior convictions for a violent felony offense;
3. Having no prior charges of escape; and
4. Fulfilling the other conditions of the home detention program.