

**Contract #2020-21 Behavioral Health Contract WBH**

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THE Behavioral Health CONTRACT BETWEEN "Pacific County" AND "Willapa Behavioral Health"**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Pacific County**, hereinafter referred to as "County," and **Willapa Behavioral Health**, hereinafter referred to as "Contractor", a nonprofit corporation with federal 501(c) (3) nonprofit status. County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The purpose of this Contract is to improve the health, stability, and welfare of individuals and others affected by substance use and/or mental health disorders, as outlined in **Exhibit A- Statement of Work**, thereby lessening the burden to the county and city resources.

Effective Date. The effective date of this Contract is January 1, 2020.

Termination. This Contract shall terminate on December 31, 2021. The COUNTY or the CONTRACTOR may terminate this Contract at any earlier time and for any reason, by giving thirty (30) days written notice of termination.

**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT REPRESENTATIVES**

Each Party to this Agreement shall have a Contract representative. Each Party may change its representative upon providing written notice to the other Party. The Parties' representatives are as follows:

A. For the Contractor:	B. For the County:
Adam Marquis	Katie Lindstrom
Chief Executive Officer, Willapa Behavioral Health	Director, Pacific County Public Health & Human Services
2204 Pacific Highway N. Long Beach, WA 98631360-624-3787 Email: <a href="mailto:MarquisA@willapabh.org">MarquisA@willapabh.org</a>	1216 West Robert Bush Drive South Bend, WA 98586 360-642-9300 ex 2648 <a href="mailto:koien@co.pacific.wa.us">koien@co.pacific.wa.us</a>
Contractor Tax ID #: 91-1324228	
Contract DUNs #: 0031948540000	

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

## 2. CONTRACT AWARD

The award amount for this contract is outlined in exhibit B- Budget. County shall pay an amount not to exceed the amount shown in **Exhibit B-Budget** for the performance of all things necessary for or incidental to the performance of work as set forth in **Exhibit A- Statement of Work**.

## 3. ELIGIBLE USE OF FUNDS & COMPLIANCE

Funding awarded under this Contract may only be used for eligible activities and expenses described in **Exhibit A-Statement of Work** which is incorporated into this Contract.

This Contract includes funds from the following direct and indirect local, state, and/or federal sources. All services provided under this Contract must be provided in full compliance with CFR42 and all applicable local, state, and federal program rules including:

- a. U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice (BJA) under Section 211 of the Second Chance Act, codified at 34 U.S.C. § 60531 to provide reentry services and programs aimed at reducing recidivism and facilitating the successful reintegration of former offenders and/or individuals returning from incarceration. CFDA #16.812. The Contract between Pacific County and the above-listed entities is attached as **Exhibit C** and incorporated into the requirements of this Contract.
- b. U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice (BJA) under the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Pub. L. 108-414) and the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Pub. L. 110-416). CFDA#16.745. The Contract between Pacific County and the above-listed entities is **attached as Exhibit D** and incorporated into the requirements of this Contract.
- c. Pacific County .1% Sales Tax Funds (RCW 82.14.460) for the delivery of mental health and chemical dependency services, and therapeutic courts. The purpose of the funds are to improve the health, stability, and welfare of individuals and others affected by substance use and/or mental health disorders thereby lessening the burden to the county resources; and
- d. Washington State Health Care Authority (HCA), Division of Behavioral Health & Recovery (DBHR) Criminal Justice Treatment Account (CJTA) funds to provide treatment and recovery support services for criminally involved individuals. RCW 71.24.580. **Pacific County CJTA approved plan and RCW 71.24.580** are attached as **Exhibit E** and incorporated into the requirements of this Contract.

### **General Terms and Conditions**

## 4. DEFINITIONS

The terms listed below, as used in this Contract, shall have the following meanings:

- A. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- B. "Subcontract" shall mean a separate contract between the Contractor and subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

- C. "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "subcontractor(s)" mean subcontractor(s) in any tier.

5. ALL WRITINGS CONTAINED HEREIN

Subject only to the terms of section 17 of these General Terms and Conditions, this Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

6. ACCESS TO DATA

In compliance with RCW 39.26.180(2), the Contractor shall provide access to data generated under this Contract to the County, the Office of the State Auditor, and any other entity that County designates to receive data at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor's reports, including computer models and the methodology for those models.

7. APPROVAL

This Contract shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both Parties.

8. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either Party files suit to enforce this Contract, Parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

**A. Disputes.** Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Contractor shall be decided by the COUNTY's Contract representative or designee. All rulings, orders, instructions, and decisions of the County's contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction, and Venue**.

**B. Choice of Law, Jurisdiction, and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

**C. Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

**9. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**10. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**11. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

**12. AUDIT**

A. General Requirements- The Contractor is to procure audit services based on the following guidelines:

- i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request

B. State Fund Requirements- Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- i. Contractor name
- ii. State program name
- iii. BARS account number

- iv. County
- v. County Contract number
- vi. Contract award amount including amendments (total Contract award)
- vii. Current year expenditures

- C. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- D. The Contractor shall include the above audit requirements in any subcontracts.
- E. In all cases, the Contractor's financial records must be available for review by County.

### **13. BILLING PROCEDURES AND PAYMENT**

- A. Payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's strict compliance with all insurance requirements under this Contract. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- B. Payment to the Contractor under this Contract shall be as set forth in **Exhibit B- Budget**. Where *Exhibit B* requires payments by Pacific County, payment shall be made on a cost reimbursement basis/Fee for Service basis, supported unless otherwise provided in this Contract, by documentation of expenses delineated by the funding source Contractor is seeking reimbursement from. Cost reimbursement shall be based on 100% percent of capacity of allowable expenses. Allowable expenses are outlined in **Exhibit A- Statement of Work**. Grant funds are not to be used to supplant other existing grant funding for similar work per RCW 82.14.450.
- C. The Contractor shall submit an invoice, on a format provided by the County based upon the approved Contract budget (*Exhibit B*). The County will pay Contractor upon receipt of properly completed County invoices, which shall be submitted to the Representative for the County not later than the fifth business day of the month following the month services were provided and expense incurred. The invoice must include a signature and date from the Contractor with the following certification:

*I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just due and unpaid obligation against the County of Pacific, and that I am authorized to authenticate and certify to said claim.*

- D. The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.
- E. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

- F. Duplication of Billed Costs- The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service
- G. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors
- H. No supplanting- Moneys appropriated under this contract may be used to supplement, not supplant other local, state or federal funds.
- I. The total amount of reimbursement requested shall not exceed the total Contract award, as stated in *Exhibit B-Budget*.
- J. Utilization of funding available to this program will be reviewed monthly. With prior approval from the County, the Contract allocation may be reduced and re-allocated where needed if expenditures are not sufficient to fully utilize available funding.
- K. Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.
- L. The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source. The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- M. The County may withhold reimbursement payment if the Contractor fails to submit required billings and supportive documentation to the County. The Contractor's failure to submit billings as specified is grounds for the County to terminate the Contract as provided herein.
- N. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### **14. BOARD OF DIRECTORS**

The Contractor shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Contractor shall apprise the County of any changes to this roster as they occur.

#### **15. CONFLICTS OF INTEREST**

The County may, by written notice to the Contractor terminate the right of the Contractor to proceed under this contract for actions, policies, practices, or omissions to act that constitute a conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County employees, directly or indirectly, anything of economic value from a Contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or

indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the event this contract is terminated for a conflict of interest, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the County provided for in this section are in addition to any other rights and remedies provided by law

#### **16. CONTRACTOR SERVICES**

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials, and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in **Exhibit A- Statement of Work**.

#### **17. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A. "Confidential Information" as used in this section includes:**

- i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
- ii. All material produced by the Contractor that is designated as "confidential" by the County; and
- iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

**C. Unauthorized Use or Disclosure:** The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **18. CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### **19. CRIMINAL BACKGROUND HISTORY CHECK**

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Contractor elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Contractor. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

#### **20. DATA SECURITY REQUIREMENTS**

- A. Data Transport. When transporting DSHS Confidential Information electronically, including via email the data will be protected by:
  - i. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
  - ii. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
- B. Protection of Data. The contractor agrees to store data on one or more of the following media and protect the data as described:
  - i. Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - ii. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. For DSHS confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
  - iii. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.



- iv. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- v. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in DSHS Central Contract Services, a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- vi. Access via remote terminal/workstation over the State Governmental Network (SGN). Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- vii. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- viii. Data storage on portable devices or media. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized by the Special Terms and Conditions of the contract.

## **21. DEBARMENT CERTIFICATION**

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Contract by the County.

## **22. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;

- g. Bylaws;
- h. IRS Nonprofit Status Certification;
- i. Latest Contractor Audit;
- j. Insurance policies required by Contractor;
- k. Indirect cost agreement, when applicable; and

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

### **23. ELIGIBILITY**

Eligibility for the programs is restricted to individuals with criminal justice involvement. Funding from this Contract should only be utilized as a last resort when no other means of transportation is available or the individual cannot cover the cost of treatment services due to being ineligible for Medicaid, underinsured, or uninsured. Contractor is required to meet all of the requirements listed in Exhibit A- Statement of Work, including creating policies related to eligibility for services and a sliding fee scale.

### **24. EVALUATION, REPORTING, AND MONITORING**

The Contractor shall cooperate with, and freely participate in, any reporting, monitoring or evaluation activities conducted by the County or its funders that are pertinent to the intent of this Contract. The County and its funders shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

### **25. FAIR HEARING**

Termination of this contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

### **26. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

### **27. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County. The Contractor will not hold itself out as or claim to be an officer or employee of the County by

reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in **Exhibit B-Budget** and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

## **28. INDEMNIFICATION/HOLD HARMLESS**

**Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

- A. Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
- B. Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## **29. INDUSTRIAL INSURANCE WAIVER**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

## **30. INSURANCE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- C. Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees, and volunteers.

- D. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- E. Automobile Liability Insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

### **31. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

- a. U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice (BJA) under Section 211 of the Second Chance Act, codified at 34 U.S.C. § 60531.
- b. U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice (BJA) under the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Pub. L. 108-414) and the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Pub. L. 110-416).
- c. Pacific County .1% Sales Tax Funds (RCW 82.14.460).
- d. Washington State Health Care Authority (HCA), Division of Behavioral Health & Recovery (DBHR)

- Criminal Justice Treatment Account (CJTA). RCW 71.24.580.
- e. Affirmative action, RCW 41.06.020 (11).
- f. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- g. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- h. Discrimination-human rights commission, Chapter 49.60 RCW.
- i. Ethics in public service, Chapter 42.52 RCW.
- j. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- k. Open public meetings act, Chapter 42.30 RCW.
- l. Public records act, Chapter 42.56 RCW.
- m. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- n. Federal Hatch Act, 5 USC 1501-1508

### **32. LICENSING, ACCREDITATION, AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

### **33. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

### **34. MODIFICATIONS**

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

### **35. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

### **36. OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR’s subcontractors or consultants for delivery to the COUNTY under this Contract shall be the sole and absolute property of the COUNTY. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or

otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not “work made for hire” within the terms of this Contract.

**37. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor’s employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

**38. PROGRAM REPORTING**

Contractor shall comply with all program reporting requirements as directed by the County.

**39. PROHIBITIONS**

The Contractor or its subcontractors shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

**40. PUBLIC RECORDS ACT**

This Contract and all public records associated with this Contract shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. 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 from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY’s sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or proprietary information pursuant to a public records request.

**41. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

#### **42. RECORDS MAINTENANCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

#### **43. REPORT ABUSE AND NEGLECT**

The Contractor and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law. If the Contractor is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Contractor will be prohibited from providing services under this contract.

The Contractor will promptly report to the County representative if they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

#### **44. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

#### **45. SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

#### **46. SUBCONTRACTING**

The Contractor may enter into any subcontracts if the Contractor submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of

the subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Contractor receives written approval to the subcontract from County.

#### **47. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

#### **48. TAXES**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

#### **49. TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

#### **50. TERMINATION FOR CONVENIENCE**



The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the third day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **51. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C.** Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- D.** Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

#### **52. TREATMENT OF ASSETS**

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract. A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract. In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

#### **53. UNALLOWABLE USE OF FEDERAL FUNDS**

This contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For more information on 45 CFR part 75 requirements, see

<https://cfo.gov/cofar/>. Funds cannot be used to supplant current funding of existing activities. Supplanting is to replace funding of a recipients' existing program with funds from a federal grant or funding source.

This contract is subject to the following additional regulations and requirements:

- A. 28 CFR Part 69- “Restrictions on Lobbying”
- B. 2 CFR Part 25- “Universal Identifier and System of Award Management”
- C. 2 CFR Part 200.501 – “Audit Requirements”
- D. 45 CFR 75.501 – “Audit Requirements”
- E. Conflict of Interest and Mandatory Disclosure Requirements
- F. Non-profit Certifications

## 54. WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

This Contract, consisting of \_\_ pages, including **Exhibits A, B, C, D, and E.** which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

## 55. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures delivered by email in PDF format or facsimile shall be effective.

**CONTRACTOR**  
Willapa Behavioral Health

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Authorized Representative

Frank Wolfe, Chair

(Title)

**Lisa Olsen, Commissioner**

(Address)

Mike Runyon, Commissioner

(Address)

ATTEST:

APPROVED AS TO FORM:

Marie Guernsey \_\_\_\_\_ Date \_\_\_\_\_  
Clerk of the Board

Pacific County Prosecutor's Office WSBA#

## Exhibit List

Exhibit A- Statement of Work

Exhibit B- Budget

Exhibit C- 2<sup>nd</sup> Chance Contract

Exhibit D- JMHCP Contract

Exhibit E- RCW 71.24.580 and CJTA Approved County Plan

**Contract #** 2020-2021 Behavioral Health Contract WBH  
**Exhibit A- Statement of Work**  
 2020-2021

### Overview of Transportation Services to Be Provided

Willapa Behavioral Health will implement services designed to transport individuals with criminal justice involvement to and from jail, therapeutic courts, criminal justice appointments, medical and health care services, and social service appointments which will lead to 1) higher show rates of individuals with scheduled appointments, and 2) continuity of care and treatment for clients that may have difficulty receiving treatment due to lack of transportation. Transportation will be provided to individuals who have no other means of transportation or are unable to use existing transportation services. The service area for transportation covered by this Contract shall be within the boundaries of Pacific County.

	Requirements	Due
<b>Transportation</b>	Transport individuals with criminal justice involvement to and from jail, therapeutic courts, criminal justice appointments, medical and health care services, and social services so such service will be accessible to eligible individuals who have no other means of transportation or are unable to use existing transportation. Personal assistance for those with limited physical mobility may be provided.	
<b>Parameters for Transportation</b>	1) Transportation shall be provided to individuals have no other means of transportation or are unable to use existing transportation services due to barriers. 2) This transportation program should only be utilized as a last resort when no other transportation options are available. 3) Transportation under the terms of this Contract may only be provided to individuals who have criminal justice involvement. Criminal Justice Involvement includes participating in a therapeutic court or probation, recent incarceration in jail or prison or recent arrest, or involvement with the court system regarding a criminal matter.	
<b>Training of Drivers</b>	Assure vehicle drivers are trained adequately and are able to safely use all associated equipment through a formal training plan.	Prior to transporting Pacific County residents.
<b>Reporting</b>	WBH will submit to Pacific County a monthly report by the 5th of the month after services were provided the following information: 1) A monthly tally of users (how many individuals requested services, how many rides were provided), 2) whether the individuals resided in North or South County, and whether they were transported to somewhere in North or South County, 3) gender orientation, 4) whether the individual is experiencing a) mental health issues, b) substance use disorder, or c) has a co-occurring disorder, 5) whether the individual is a participant in a drug court or other therapeutic court, and 6) the total mileage driven in the month for the transportation project.	5th of the month after services are provided.

### Overview of Non-Medicaid Eligible Treatment Services

Provide opportunity for, uninsured, underinsured, and/or non-Medicaid individuals with limited means to access mental health, substance use disorders, problem gambling, domestic violence and other services when an individual does not have Medicaid as his or her primary insurance and payor. WBH will be reimbursed on a fee for service basis for services provided.

	Requirements	Due
<b>Treatment Services for Individuals who are Underinsured, uninsured, and/or non-Medicaid eligible</b>	Provide opportunity for, uninsured, underinsured, and/or non-Medicaid individuals with limited means to access mental health, substance use disorders, problem gambling, domestic violence and other services when an individual does not have Medicaid as his or her primary insurance and payor. WBH will be reimbursed on a fee for service basis for services provided. In order to receive reimbursement for services, WBH must document that no other insurance is available to pay for services for the individual and create a policy for documenting eligibility (see below). WBH may provide services to individuals who have insurance, but have expenses over and above what is covered by their insurance. In order to receive services, the individuals must have criminal justice involvement.	
<b>Urine Analysis Testing for Drug Court Participants</b>	WBH may provide urine analysis or other drug testing for individuals participating in a therapeutic court after receiving a request from the Court, the Therapeutic Court Coordinator, and/or the Therapeutic Court Panel. In order to bill CJTA or Pacific County for services, WBH is responsible for billing the maximum amount to Medicaid, Medicare, or other insurance prior to requesting reimbursement for drug testing under this funding.	
<b>System to Determine Eligibility for Services</b>	WBH will develop a policy related to determining eligibility for services under this Contract. In order to receive services, WBH is responsible for documenting and creating policies related to the following: 1) Proof an individual does not receive Medicaid, 2) keeping a copy of a client's paperwork related to co-pays, deductibles, and out-of-pocket medical expenses and a determination of how much this funding source will cover based on a sliding fee scale developed by WBH for services, 3) attempt to enroll individual into Medicaid/WA Apple Health prior to utilizing this funding, and 4) developing a sliding fee scale for the services. Services may only be provided to individuals with Criminal Justice Involvement. Criminal Justice Involvement includes participating in a therapeutic court or probation, recent incarceration in jail or prison or recent arrest, or involvement with the court system regarding a criminal matter.	Prior to providing services to eligible individuals.
<b>Reporting</b>	WBH will submit to Pacific County a monthly report by the 5th of the month after services were provided. WBH will provide the following information: 1) number of individuals who received services and the type of service received, 2) whether the individual is a new or existing client and whether the service they are receiving is new to them, 3) whether they are underinsured or uninsured, and 4) and whether the individual is involved with the criminal justice system, including information regarding whether the individual is a participant in a therapeutic court.	5th of the month after services are provided.

## Exhibit B- Budget- ORIGINAL (Fee for Service)

Funding Sources (JMHCP and 2nd Chance Reentry)		Original Contract	Amendment # 1	Amendment # 2
FEDERAL YEAR ONE (October 1, 2019-September 30, 2020)	JMHCP Funding for <b>Transportation</b> (Mental Health or Co-occurring)	\$ 10,000.00		
	2nd Chance Reentry Funding for <b>Transportation</b> (Mental Health or Co-Occurring)	\$ 3,500.00		
	JMHCP Funding for <b>Treatment Services</b> for Uninsured, Underinsured, or Non-Medicaid Eligible Clients (Mental Health or Co-Occurring)	\$ 10,823.00		
	2nd Chance Reentry Funding for <b>Treatment Services</b> for Uninsured, Underinsured, or Non-Medicaid Eligible Clients (Mental Health or Co-Occurring)	\$ 7,368.00		
FEDERAL YEAR TWO (October 1, 2020-September 30, 2021) (January 1, 2020-June 30, 2020)	2nd Chance Reentry Funding for <b>Transportation</b> (Mental Health or Co-Occurring)	\$ 4,438.00		-
	2nd Chance Reentry Funding for <b>Treatment Services</b> for Uninsured, Underinsured, or Non-Medicaid Eligible Clients (Mental Health or Co-Occurring)	\$ 3,500.00		-
Total Amount Available From Federal Funding Sources:		\$39,629		

Funding Sources (.1% Funding and CJTA)		Original Contract	Amendment #1	Amendment #2
STATE YEAR ONE (January 1, 2020-December 31, 2020)	.1% Funding for <b>Transportation</b>	\$28,000.00		
	CJTA Funding for <b>Transportation</b> (Substance Use Disorder or Co-Occurring)	\$3,500.00		
	CJTA Funding for <b>Treatment Services</b> for Uninsured, Underinsured, or Non-Medicaid Eligible Clients (Substance Use Disorder or Co-Occurring)	\$3,950.00		
STATE YEAR TWO (January 1, 2021-June 30, 2021 for CJTA, January 1, 2021-December 31, 2021 .1% funding )	.1% Funding for <b>Transportation</b> (January 1, 2021- December 31, 2021)	27,994		
	CJTA Funding for <b>Transportation</b> (Substance Use Disorder or Co-Occurring)	\$1,750.00		
	CJTA Funding for <b>Treatment Services</b> for Uninsured, Underinsured, or Non-Medicaid Eligible Clients (Substance Use Disorder or Co-Occurring)	\$1,975.00		

Total Amount Available from State and Local Funding Sources: \$ 67,169.00



U.S. Department of Justice  
Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

September 21, 2017

Sheriff Scott Johnson  
Pacific County  
300 Memorial Avenue  
P.O. Box 27  
South Bend, WA 98586

Dear Sheriff Johnson:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Justice and Mental Health Collaboration Program: Implementation and Expansion in the amount of \$300,000 for Pacific County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, NiKisha Love, Program Manager at (202) 616-8241; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Alan R. Hanson", is positioned above the typed name.

Alan R. Hanson  
Acting Assistant Attorney General

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690  
TTY: (202) 307-2027  
E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)  
Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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September 21, 2017

Sheriff Scott Johnson  
Pacific County  
300 Memorial Avenue  
P.O. Box 27  
South Bend, WA 98586

Dear Sheriff Johnson:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

### Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.



### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

### **Ensuring Equal Treatment for Faith-Based Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm).

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEOP Requirement**

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**


If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).


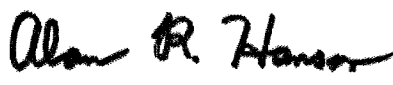
If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

 <p><b>U.S. Department of Justice</b>  <b>Office of Justice Programs</b>  <b>Bureau of Justice Assistance</b></p>	<b>Grant</b>	PAGE 1 OF 12																
<b>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</b> Pacific County 300 Memorial Avenue P.O. Box 27 South Bend, WA 98586	<b>4. AWARD NUMBER:</b> 2017-MO-BX-0037  <b>5. PROJECT PERIOD:</b> FROM 10/01/2017 TO 09/30/2019 <b>BUDGET PERIOD:</b> FROM 10/01/2017 TO 09/30/2019																	
<b>2a. GRANTEE IRS/VENDOR NO.</b> 916001356	<b>6. AWARD DATE</b> 09/21/2017  <b>8. SUPPLEMENT NUMBER</b> 00	<b>7. ACTION</b>  Initial																
<b>2b. GRANTEE DUNS NO.</b> 020359829	<b>9. PREVIOUS AWARD AMOUNT</b> \$ 0																	
<b>3. PROJECT TITLE</b> Pacific County Justice Mental Health Collaborative	<b>10. AMOUNT OF THIS AWARD</b> \$ 300,000																	
	<b>11. TOTAL AWARD</b> \$ 300,000																	
<b>12. SPECIAL CONDITIONS</b>  THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																		
<b>13. STATUTORY AUTHORITY FOR GRANT</b>  This project is supported under FY17(BJA - JMHCP) 42 USC 3797aa; Pub. L. No. 115-31, 131 Stat 135, 205																		
<b>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</b>  16.745 - Criminal and Juvenile Justice and Mental Health Collaboration Program																		
<b>15. METHOD OF PAYMENT</b>  GPRS																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <b>AGENCY APPROVAL</b> </div> <div style="width: 30%;"> <b>GRANTEE ACCEPTANCE</b> </div> </div>																		
<b>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</b>  Alan R. Hanson Acting Assistant Attorney General	<b>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</b>  Scott Johnson Sheriff																	
<b>17. SIGNATURE OF APPROVING OFFICIAL</b>  	<b>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b>	<b>19A. DATE</b>																
<b>AGENCY USE ONLY</b>																		
<b>20. ACCOUNTING CLASSIFICATION CODES</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FISCAL YEAR</th> <th style="text-align: left;">FUND CODE</th> <th style="text-align: left;">BUD. ACT.</th> <th style="text-align: left;">OFC.</th> <th style="text-align: left;">DIV. REG.</th> <th style="text-align: left;">SUB.</th> <th style="text-align: left;">POMS</th> <th style="text-align: left;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>MO</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>300000</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	MO	80	00	00		300000	<b>21. SMOUGT0364</b>	
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*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.



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4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.



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*SPECIAL CONDITIONS*

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



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*SPECIAL CONDITIONS*

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.





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20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.



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*SPECIAL CONDITIONS*

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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*SPECIAL CONDITIONS*

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

26. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

27. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2017-MO-BX-0037 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

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PROJECT NUMBER 2017-MO-BX-0037

AWARD DATE 09/21/2017

*SPECIAL CONDITIONS*

28. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
29. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

30. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
31. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
32. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).



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**AWARD CONTINUATION  
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AWARD DATE 09/21/2017

*SPECIAL CONDITIONS*

34. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
35. Recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.
36. The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$100,000 for the sole purpose of completing the planning and implementation guide. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the recipient's completed Planning and Implementation Guide and has issued a Grant Adjustment Notice (GAN) removing this condition.
37. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the DOJ Financial Guide.
38. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)  
  
This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
39. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
40. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
41. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
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AWARD DATE 09/21/2017

*SPECIAL CONDITIONS*

42. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
43. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
44. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.
45. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
46. High risk: Withholding - Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down funds under this award until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2015, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this special condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

47. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.



**U.S. Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Categorical Exclusion for Pacific County

The primary purpose of Justice and Mental Health Collaboration Program (JMHCPC) is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions are eligible to apply for collaborative county approaches to reducing the prevalence of individuals with mental disorders in jail, strategic planning for law enforcement and mental health collaboration, and implementation and expansion funding through JMHCPC.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2017-MO-BX-0037

PAGE 1 OF 1

This project is supported under FY17(BJA - JMHCP) 42 USC 3797aa; Pub. L. No. 115-31, 131 Stat 135, 205

**1. STAFF CONTACT (Name & telephone number)**

NiKisha Love  
(202) 616-8241

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Rosanne McPhail  
Grant Coordinator  
300 Memorial Drive  
P.O. Box 27  
South Bend, WA 98586  
(360) 642-9300

**3a. TITLE OF THE PROGRAM**

BJA FY 17 Justice and Mental Health Collaboration Program: Implementation and Expansion

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

Pacific County Justice Mental Health Collaborative

**5. NAME & ADDRESS OF GRANTEE**

Pacific County  
300 Memorial Avenue P.O. Box 27  
South Bend, WA 98586

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2017 TO: 09/30/2019

**8. BUDGET PERIOD**

FROM: 10/01/2017 TO: 09/30/2019

**9. AMOUNT OF AWARD**

\$ 300,000

**10. DATE OF AWARD**

09/21/2017

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

The Bureau of Justice Assistance's (BJA) Justice and Mental Health Collaboration Program (JMHCP) is funded through the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Public Law 108-414), which was reauthorized in 2008 (Public Law 110-416). The primary purpose of JMHCP is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders (including opioid abuse disorders). Jurisdictions eligible to apply for this program were limited to states, units of local government, federally recognized Indian tribes (as determined by the Secretary of the Interior), and tribal organizations. The grant recipient will use the implementation and expansion grant funds to implement an already initiated plan or expand upon (or improve) their well-established collaboration plan between justice and mental health partners. Grant funds may be used to support law enforcement response programs including mental health courts, pretrial services, and diversion/alternative prosecution and sentencing programs. Funds may also be used for treatment accountability services, specialized training for justice and treatment professionals as well as corrections/community corrections,



transitional, and reentry services to create or expand mental illnesses or co-occurring mental health and substance abuse disorders support services; and non-treatment recovery support services coordination and delivery. These services may also include case management, housing placement and supportive housing, job training and placement, education, primary and mental health care, and family supportive services. CA/NCF

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### **Attachments**

Attachment 1: Confidential Information Security Requirements

Attachment 2: Quarterly Progress Report Template

Attachment 3: Quarterly Revenue and Expenditure Report Template

### **Schedules**

Schedule A: Statement of Work (SOW) CTJA Funded Treatment and Recovery  
Support Services

## Contract K3966 for CTJA Funded Treatment and Recovery Services

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

### 1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: *Statement of Work*.

### 2. DEFINITIONS

**"Authorized Representative"** means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

**"Breach"** means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

**"Business Associate"** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

**"Business Days and Hours"** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**"Centers for Medicare and Medicaid Services" or "CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

**"CFR"** means the Code of Federal Regulations. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

**"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

**"Contract"** means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

**"Contractor"** means Pacific County, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**"Covered entity"** means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or administrative activities related to health care, as defined in 45 CFR 160.103.

**"Data"** means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

**"Effective Date"** means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**"HCA Contract Manager"** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor's activities conducted under this Contract.

**"Health Care Authority" or "HCA"** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**"Overpayment"** means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

**"Proprietary Information"** means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**"Protected Health Information" or "PHI"** means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

**"RCW"** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

**"Statement of Work" or "SOW"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Schedule A hereto.

**“Subcontractor”** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

**“Subrecipient”** shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

**“USC”** means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

**“WAC”** means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

### **3. SPECIAL TERMS AND CONDITIONS**

#### **3.1 PERFORMANCE EXPECTATIONS**

Expected performance under this Contract includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications; and
- 3.1.7 Provision of high quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor’s performance is unsatisfactory.

#### **3.2 TERM**

- 3.2.1 The initial term of the Contract will commence on July 1, 2019 and continue through June 30, 2020, unless terminated sooner as provided herein.

- 3.2.2 This Contract may be extended by mutual written agreement of the parties. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.
- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

### 3.3 COMPENSATION

- 3.3.1 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: *Statement of Work* is \$44,497.00, and includes any allowable expenses. The Maximum Compensation includes \$44,497 CJTA funding, and \$0.00 State Drug Court funding.
- 3.3.2 Contractor's compensation for services rendered will be based on the following rates or in accordance with deliverables table below. Payment will be contingent upon HCA Contract Manager acceptance of the deliverable, and approval of a correct and complete invoice from Contractor.

<b>Deliverables Table</b> <b>July 1, 2019 through June 30, 2020</b>				
#	Deliverable	Due Date	Quarterly Amount(s)	Annual Maximum Amount
1	Submit a county Criminal Justice Treatment Account (CJTA) Plan that was approved by the local CJTA panel and signed by County	October 1, 2019		\$11,125.00
2	Submit quarterly progress reports	Last Business Day of April, July, October, January	\$2,781.00	\$11,124.00
3	Submit quarterly CJTA Revenue and Expenditure Reports	Last Business Day of April, July, October, January	\$2,781.00	\$11,124.00
4	Submit quarterly Programmatic Treatment Reports through Secure File Transfer (SFT) process	Last Business Day of April, July, October, January	\$2,781.00	\$11,124.00
<b>State Fiscal Year 2020 Maximum Total Compensation</b>				<b>\$44,497.00</b>

- 3.3.3 The Contractor is required to limit Administration costs to no more than ten percent (10%) of the annual revenue supporting the public behavioral health system operated by Contractor. Administration costs will be measured on a fiscal year basis and based on the information reporting in the Revenue and Expenditure reports and reviewed by the HCA Behavioral Health Administration.

- 3.3.4 Payment will be withheld if the deliverables are not met by the date indicated in the table above.
- 3.3.5 Day-to-day expenses related to performance under the Contract, including but not limited to travel, lodging, meals, and incidentals, will not be reimbursed to Contractor.
- 3.3.6 Source of Funds. The above Maximum Compensation payable under this Contract is based on the funding from the following sources:
- 3.3.6.1 100% is allocated under this Contract from Washington state CJTA appropriations.
- 3.3.6.2 Funding Stipulations:
- a) No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.
  - b) Supplanting. The Contractor must use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this Contract.
  - c) Prohibition of Use of Funds for Lobbying Activities. The Contractor must not use funds payable under this Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of an state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.
  - d) Per RCW 71.24.582, the HCA is required to reclaim any unspent allocations each state fiscal year.

### **3.4 INVOICE AND PAYMENT**

- 3.4.1 Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to the HCA Contract Manager, identified in Section 3.5. Include the HCA Contract number in the subject line of the email.
- 3.4.2 Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement. All invoices will be reviewed and must be approved by the HCA Contract Manager or his/her designee prior to payment.



- 3.4.3 Contractor must submit properly itemized invoices to include the following information, as applicable:
  - 3.4.3.1 HCA Contract number K3966;
  - 3.4.3.2 Contractor name, address, phone number;
  - 3.4.3.3 Description of Services;
  - 3.4.3.4 Date(s) of delivery;
  - 3.4.3.5 Net invoice price for each item;
  - 3.4.3.6 Applicable taxes;
  - 3.4.3.7 Total invoice price; and
  - 3.4.3.8 Payment terms and any available prompt payment discount.
- 3.4.4 HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.
- 3.4.5 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>. Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.
- 3.4.6 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

### **3.5 CONTRACTOR AND HCA CONTRACT MANAGERS**

- 3.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.
- 3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

- 3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

<b>CONTRACTOR</b>		<b>Health Care Authority</b>	
<b>Contract Manager Information</b>		<b>Contract Manager Information</b>	
Name:	Katie Lindstrom	Name:	Tony Walton
Title:		Title:	Medical Assistance Program Specialist 3
Address:	1216 W Robert Bush Drive, P.O. Box 26 South Bend, WA 98586-0026	Address:	626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
Phone:	(360) 875-9300 x 2648	Phone:	(360) 725-9992
Email:	Koien@co.pacific.wa.us	Email:	<a href="mailto:tony.walton@hca.wa.gov">tony.walton@hca.wa.gov</a>

### 3.6 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

- 3.6.1 In the case of notice to the Contractor:

Pacific County  
1216 W Robert Bush Drive, P.O. Box 26  
South Bend, WA 98586-0026

- 3.6.2 In the case of notice to HCA:

**Attention:** Contracts Administrator  
Health Care Authority  
Division of Legal Services  
Post Office Box 42702  
Olympia, WA 98504-2702

- 3.6.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.
- 3.6.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

### **3.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE**

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.7.1 Applicable Federal and State of Washington statutes and regulations;
- 3.7.2 Recitals
- 3.7.3 Special Terms and Conditions;
- 3.7.4 General Terms and Conditions;
- 3.7.5 Attachment 1: Confidential Information Security Requirements;
- 3.7.6 Schedule A: Statement(s) of Work;
- 3.7.7 Attachment 2: Quarterly Progress Report Template;
- 3.7.8 Attachment 3: Quarterly Revenue and Expenditure Report Template; and
- 3.7.9 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

### **3.8 INSURANCE**

The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below:

- 3.8.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 3.8.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- 3.8.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.8.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insured's under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable Insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.
- 3.8.5 Privacy Breach Response Coverage. For the term of this Contract and 3 years following its termination or expiration, Contractor must maintain insurance to cover costs incurred in connection with a security incident, privacy Breach, or potential compromise of Data, including:
  - 3.8.5.1 Computer forensics assistance to assess the impact of the Breach or potential Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws.
  - 3.8.5.2 Notification and call center services for individuals affected by a Breach.
  - 3.8.5.3 Breach resolution and mitigation services for individuals affected by a Breach, including fraud prevention, credit monitoring and identity theft assistance.
  - 3.8.5.4 Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

#### **4. GENERAL TERMS AND CONDITIONS**

##### **4.1 ACCESS TO DATA**

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

#### **4.2 ADVANCE PAYMENT PROHIBITED**

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

#### **4.3 AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **4.4 ASSIGNMENT**

4.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.36, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Contract will be null and void.

4.4.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

#### **4.5 ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

#### **4.6 CHANGE IN STATUS**

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

#### **4.7 CONFIDENTIAL INFORMATION PROTECTION**

4.7.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of

Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: *Confidential Information Security Requirements*).

- 4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.7.3 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

#### **4.8 CONFIDENTIAL INFORMATION SECURITY**

The federal government, including the Centers for Medicare and Medicaid Services (CMS), and the State of Washington all maintain security requirements regarding privacy, data access, and other areas. Contractor is required to comply with the Confidential Information Security Requirements set out in Attachment 1 to this Contract and appropriate portions of the Washington OCIO Security Standard, 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>).

#### **4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION**

- 4.9.1 Contractor must notify the HCA Privacy Officer ([HCAPrivacyOfficer@hca.wa.gov](mailto:HCAPrivacyOfficer@hca.wa.gov)) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold HCA harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.

4.9.3 If notification of the Breach or possible Breach must (in the judgment of HCA) be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:

4.9.3.1 HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.

4.9.3.2 In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients (such as paying for regular credit watches in some cases).

4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.

4.9.4 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 6) of all Confidential Information.

4.9.5 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

#### **4.10 CONTRACTOR'S PROPRIETARY INFORMATION**

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

#### **4.11 COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### **4.12 DEBARMENT**

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

#### **4.13 DISPUTES**

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.13.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.13.2 A party's request for a dispute resolution must:

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

4.13.2.3 State the relative positions of the parties and the remedy sought;

4.13.2.4 State the Contract Number and the names and contact information for the parties;

4.13.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.



#### **4.14 ENTIRE AGREEMENT**

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.42 *Warranties*.

#### **4.15 FORCE MAJEURE**

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

#### **4.16 FUNDING WITHDRAWN, REDUCED OR LIMITED**

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- 4.16.1 Terminate this Contract pursuant to Section 4.39.3, *Termination for Non-Allocation of Funds*;
- 4.16.2 Renegotiate the Contract under the revised funding conditions; or
- 4.16.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
  - 4.16.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - 4.16.3.2 When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - 4.16.3.3 If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the

terms of this Contract for services rendered prior to the retroactive date of termination.

#### **4.17 GOVERNING LAW**

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11<sup>th</sup> Amendment to the United States Constitution.

#### **4.18 HCA NETWORK SECURITY**

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

#### **4.19 INDEMNIFICATION**

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations under Section 4.7 *Confidential Information Protection* and Section 4.8 *Confidentiality Breach-Required Notification*, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

#### **4.20 INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

#### **4.21 INDUSTRIAL INSURANCE COVERAGE**

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Contract.

## **4.22 LEGAL AND REGULATORY COMPLIANCE**

- 4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.
- 4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.
- 4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

## **4.23 LIMITATION OF AUTHORITY**

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

## **4.24 NO THIRD-PARTY BENEFICIARIES**

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

## **4.25 NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

## **4.26 OVERPAYMENTS TO CONTRACTOR**

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 *Disputes*.

#### **4.27 PAY EQUITY**

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 213), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed Individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

#### **4.28 PUBLICITY**

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

#### **4.29 RECORDS AND DOCUMENTS REVIEW**

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **4.30 REMEDIES NON-EXCLUSIVE**

The remedies provided in this Contract are not exclusive, but are in addition to all other remedies available under law.

#### **4.31 RIGHT OF INSPECTION**

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

#### **4.32 RIGHTS IN DATA/OWNERSHIP**

- 4.32.1 HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- 4.32.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

#### **4.33 RIGHTS OF STATE AND FEDERAL GOVERNMENTS**

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

#### **4.34 SEVERABILITY**

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

#### **4.35 SITE SECURITY**

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

#### **4.36 SUBCONTRACTING**

- 4.36.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.36.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.36.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.36.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 4.36.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

#### **4.37 SURVIVAL**

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Confidential Information Protection*, *Confidential Information Breach – Required Notification*, *Contractor's Proprietary*

*Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

#### **4.38 TAXES**

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

#### **4.39 TERMINATION**

##### **4.39.1 TERMINATION FOR DEFAULT**

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

##### **4.39.2 TERMINATION FOR CONVENIENCE**

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.



#### 4.39.3 TERMINATION FOR NONALLOCATION OF FUNDS

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

#### 4.39.4 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

#### 4.39.5 TERMINATION FOR CONFLICT OF INTEREST

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

### 4.40 TERMINATION PROCEDURES

4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13 *Disputes*. HCA may withhold

from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

- 4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- 4.40.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;
  - 4.40.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
  - 4.40.3.3 Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - 4.40.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
  - 4.40.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
  - 4.40.3.6 Complete performance of any part of the work that was not terminated by HCA; and
  - 4.40.3.7 Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

#### **4.41 WAIVER**

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

#### **4.42 WARRANTIES**

- 4.42.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

- 4.42.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.42.3 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

## Schedule A

### Statement of Work

Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work as set forth below.

#### 1. Definitions

**"American Society of Addiction Medicine" or "ASAM"** means the six dimensions to identify the intensity of treatment services that best fits the individual's needs and provides a common language of holistic, biopsychosocial assessment, and treatment across addiction treatment, physical health, and mental health services, which also addresses the spiritual issues relevant in recovery.

**"Case Management" or "Case Management Services"** means services provided by a Substance Use Disorder Professional (SUDP) or Substance Use Disorder Professional Trainee (SUDPT) licensed by the Washington Department of Health, or a person under the direct clinical supervision of a SUDP, to individuals assessed as needing treatment and admitted into treatment. Services are provided to assist clients in gaining access to needed medical, social, educational, and other services. Services include case planning, case consultation and referral, and other support services for the purpose of engaging and retaining or maintaining clients in treatment.

**"Continuity of Care"** means the provision of continuous care for chronic or acute medical and behavioral health conditions to maintain care that has started or been authorized to start as the Individual transitions between: facility to home; facility to another facility; providers or service areas; managed care contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of Care occurs in a manner that prevents secondary illness, health care complications, or re-hospitalization; and promotes optimum health recovery.

**"County Match"** means that jurisdictions must match, on a dollar-for-dollar basis, state moneys allocated for therapeutic courts with local cash or in-kind resources. Moneys allocated by the state may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts (RCW 2.30.040).

**"Criminal Justice Treatment Account" or "CJTA"** means the account created by Washington State Legislature that may be expended solely for: substance use disorder treatment and treatment support services for individuals with a substance use disorder that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State (RCW 71.24.580).

**"CJTA Plan" or "Plan"** means the plan that is developed by the county human services or behavioral health services department, county prosecutor, county sheriff, county superior court, a substance use disorder treatment provider appointed by the county legislative authority, a member of the criminal defense bar appointed by the county legislative authority, and, in counties with a drug court, a representative of the drug court (RCW 71.24.580(6)). The plan shall be approved by the county legislative authority or authorities; and, submitted to the panel established in 71.24.580(5)(b) of this section, for disposition of all the funds provided from the CJTA within that county.

**"Culturally and Linguistically Appropriate Services" or "CLAS"** means the national standards in health and health care intended to advance health equity, improve quality, and eliminate health disparities by establishing a blueprint for health and health care organizations.

**"Division of Behavioral Health and Recovery" or "DBHR"** means the Health Care Authority's Division of Behavioral Health and Recovery, and its employees and authorized agents.

**"Drug Court"** means a court utilizing a program structured to achieve both a reduction in criminal recidivism and an increase in the likelihood of rehabilitation through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).

**"Drug Enforcement Agency" or "DEA"** means a federal agency which is a component of the United States Department of Justice and whose mission is to enforce the controlled substances laws and regulations of the United States and bring to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.

**"Evidence-based Practice" or "EBP"** means a prevention or treatment service or practice that has been validated by some form of documented research evidence and is appropriate for use with individuals with a substance use disorder that are involved in the criminal justice system. EBP also means a program or practice that has been tested where the weight of the evidence from review demonstrates sustained improvements in at least one outcome, and/or a program or practice that can be implemented with a set of procedures to allow successful replication in Washington and, when possible, is determined to be cost-beneficial.

**"Individual"** means any person in the criminal justice system who is in need of behavioral health services, regardless of income, ability to pay, insurance status or county of residence.

**"Medications for Opioid Use Disorder" or "MOUD" or "MAT"** means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the treatment of opioid use disorder and the use of opioid antagonist medication (e.g. naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

**"Outreach" or "Community Outreach"** means identification of hard-to-reach Individuals with a possible SUD and engagement of these individuals in assessment and ongoing treatment services as necessary.

**"Research-based"** means a program or practice that has been tested with a single randomized, or statistically controlled evaluation, or both, demonstrating sustained desirable outcomes; or where the weight of the evidence from a systemic review supports sustained outcomes as described in this subsection but does not meet the full criteria for evidence-based (RCW 2.30.020).

**"Recovery Support Services" or "RSS"** means services that are intended to promote an individual's socialization, recovery, self-advocacy, development of natural support, and maintenance of community living skills. RSS include, but are not limited to, the following services: Supported employment services, supportive housing services, peer support services, wraparound facilitation services, and any other services that are conducive to an individual's recovery in an Substance Use Disorder (SUD) Program (WAC 246-341-0718).

**"Substance Use Disorder" or "SUD"** means a problematic pattern of using alcohol or another substance that results in the impairment in daily life or noticeable distress; and, whereby the individual continues use despite leading to clinically significant impairment or distress as categorized in the DSM-5.

**"Substance Use Disorder Professional" or "SUDP"** means an individual who is certified according to RCW 18.205.020 and the certification requirements of WAC 246-811-030 to provide SUD services.

**"Substance Use Disorder Professional Trainee" or "SUDPT"** means an individual working toward the education and experience requirements for certification as a chemical dependency professional, and who has been credentialed as a CDPT

**"Therapeutic Courts"** means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce child abuse and neglect, out-of-home placements of children, termination of parental rights, and substance use and mental health symptoms among parents or guardians and their children through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).

**"Treatment"** means services that are critical to a participant's successful completion of his or her substance use disorder treatment program, including but not limited to the recovery support and other programmatic elements outlined in Chapter 246-341 WAC.

**"Treatment Support"** means services such as transportation to or from inpatient or outpatient treatment services when no viable alternative exists, and child care services that are necessary to ensure a participant's ability to attend outpatient treatment sessions.

**"Washington State Jail" or "Jail"** means any city, county, regional, or tribal jail operating in the state of Washington.

## **2. Purpose**

Contractor will provide treatment and recovery support services, funded by Criminal Justice Treatment Account funds, to individuals involved in the criminal justice system in accordance with RCW 71.24.580.

## **3. CTJA Account Services Specific Eligibility and Funding Requirements**

In addition to state funding through the CJTA, several counties receive additional state funding for specific Drug Courts. State Drug Court funding is provided to the following counties: Clallam, Cowlitz, King, Kitsap, Pierce, Skagit, Spokane, and Thurston. The counties that receive supplemental state Drug Court funding must ensure the provision of substance use disorder treatment and support services detailed below, and in accordance with RCW 71.24.580 and RCW 2.30.030.

- a. In accordance with RCW 71.24.580, the Contractor will be responsible for treatment and recovery support services for criminally involved individuals.
- b. CJTA Statutory Funding Guidelines
  1. In accordance with RCW 2.30.040 counties that allocate CJTA and/or State Drug Court funds to a Therapeutic Court Program must match, on a dollar-for-dollar basis, an equal amount of local funding through cash or in-kind resources. Moneys appropriated under this provision may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts.

2. No more than ten percent (10%) of the total CJTA funds may be used for the following support services combined:
  - i. Transportation; and
  - ii. Child Care Services.
3. At a minimum, thirty percent (30%) of the CJTA funds for special projects that meet any or all of the following conditions:
  - i. An acknowledged best practice (or treatment strategy) that can be documented in published research;
  - ii. An approach utilizing either traditional or best practice approaches to treat significant underserved population(s) and populations who are disproportionately affected by the criminal justice system;
  - iii. A regional project conducted in partnership with at least one other entity serving the service area; and/or
  - iv. CJTA Special Projects. A special project would HCA retains the right to request progress reports on CJTA special projects.

#### **4. CJTA Funding – Allowable Services**

- a. Brief Intervention (any level, assessment not required);
- b. Acute Withdrawal Management (ASAM Level 3.7WM);
- c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM);
- d. Outpatient Treatment (ASAM Level 1);
- e. Intensive Outpatient Treatment (ASAM Level 2.1);
- f. Opioid Treatment Program (ASAM Level 1);
- g. Case Management (ASAM Level 1.2);
- h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
- i. Long-term Care Residential Treatment (ASAM Level 3.3);
- j. Recovery House Residential Treatment (ASAM Level 3.1);
- k. Assessment (to include Assessments done while in jail);
- l. Interim Services;
- m. Community Outreach;

- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation;
- q. Childcare Services;
- r. Urinalysis;
- s. Recovery Support Services that may include:
  - 1. Employment services and job training;
  - 2. Relapse prevention;
  - 3. Family/marriage education;
  - 4. Peer-to-peer services, mentoring and coaching;
  - 5. Self-help and spiritual, religious support groups;
  - 6. Housing support services (rent and/or deposits);
  - 7. Life skills;
  - 8. Education Training (e.g. GED Assistance); and
  - 9. Parent education and child development.
- t. Substance Use Disorder treatment in the Jail:
  - 1. CJTA funds may not supplement or supplant any currently funded programs that previously existed in a Jail environment.
  - 2. The Contractor may not use more than 30% of their allocation for treatment in the Jail.
  - 3. If CJTA funds are utilized for these purposes, the Contractor must attempt to provide treatment with the following stipulations:
    - i. Identify and provide transition services to persons with substance use disorder, who meet the CJTA requirements as defined in RCW 71.24.580, to expedite and facilitate their return to the community;
    - ii. Continue treatment services with individuals who were engaged in community-based treatment prior to their incarceration, with the intent to complete the outpatient treatment episode; and
    - iii. Initiate outpatient treatment services with individuals who will be released and transition into community-based treatment.



4. The following treatment modalities may be provided through CJTA funding:

- i. Engaging individuals in SUD treatment;
- ii. Screening, assessing, and inducting individuals on MOUD;
- iii. Referral to SUD services;
- iv. Providing continuity of care; and
- v. Planning for an individual's transition from Jail.

#### 5. MAT in Therapeutic Courts

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the health care authority's designee for assistance must assist the court with acquiring the resource."

- a. The Contractor, under the provisions of this Contract, will abide by the following guidelines related to CJTA and Therapeutic Courts:
  1. The Contractor will only subcontract with Therapeutic Courts that have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
  2. The Contractor will only subcontract with Therapeutic Court programs that work with licensed SUD behavioral health treatment agencies that have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
  3. The Contractor may not subcontract with a Therapeutic Court program that is known to have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
  4. The Contractor must notify the HCA if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
    - i. Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;

- ii. Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;
  - iii. Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
5. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with a medical professional.

## 6. CJTA Plan

- a. The Contractor must coordinate with the local CJTA panel for the county in order to facilitate the planning requirement as described in RCW 71.24.580(6). County level funding priorities are established by the local CJTA Panel. The plans should detail the coordination within the county, leverage the needed services for the community, and reach the intended population for the CJTA fund. Any CJTA funded efforts must be included in the CJTA Plan, including the following specific elements:
  - 1. Describe in detail how substance use disorder treatment and support services will be delivered within the region;
  - 2. Per section 3.b.1 of this Statement of Work, address the CJTA Account Match Requirement if funds provide treatment or recovery support services for therapeutic court participants;
  - 3. Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or regional endeavors, including the following:
    - i. Describe the project and how it will be consistent with the strategic plan;
    - ii. Describe how the project will enhance treatment services for individuals in the criminal justice system;
    - iii. Indicate the number of individuals who will be served using innovative funds;
    - iv. If applicable, indicate plans for inclusion of MOUD within the county's Therapeutic Court programs; and
    - v. Address the Fiscal and programmatic Data Reporting requirements found in Section 7 of this Statement of Work.
  - 4. The Local CJTA Panel must approve the Contractor's CJTA Plan through a consensus. A majority vote is sufficient if a consensus is not reached.
  - 5. The final approved plan must be approved by the county's legislative authority.
  - 6. Completed and legislatively approved plans must be submitted to the HCA for Review and Approval. Plan will be forwarded to the State CJTA Panel once approved by the HCA. The Contractor must implement the plan as it is written and notify the HCA if any changes are made.

7. CJTA Plans are due by October 15, 2019 and are updated every two years to coincide with the state fiscal biennium.

## 7. Data Reporting Requirements

- a. The Contractor shall ensure that staffing is sufficient to support CJTA-related data analytics and related data systems to oversee all data interfaces and support the specific reporting requirements under Contract.
- b. The Contractor shall ensure that all Subcontractors required to report programmatic data have the capacity to submit all HCA required data to enable the Contractor to meet the requirements under the Contract.
- c. There are three quarterly reports that the Contractor will be responsible for submitting: The Quarterly Progress Report (QPR), the Revenue and Expenditure Report (R&E), and the Programmatic Treatment Report (PTR):
  1. The Contractor will be responsible for submitting the QPR. The HCA will provide the Contractor with a template form that will report on the following program elements:
    - i. Number of individuals served under CJTA funding for that time period;
    - ii. Barriers to providing services to the Criminal Justice Population;
    - iii. Strategies to overcome the identified barriers;
    - iv. Training and Technical assistance needs;
    - v. Success stories or narratives from individuals receiving CJTA services; and
    - vi. If a Therapeutic Court receives CJTA funded services, the number of admissions of individuals into the program who were either already on MOUD, referred to MOUD, or were provided information regarding MOUD.
  2. The Contractor will be responsible for submitting the R&E on a quarterly basis. The HCA will provide the Contractor with a template form that captures the fiscal expenditures for that quarter. The Contractor:
    - i. Will use the Excel document provided by the HCA;
    - ii. Will report the amount of CJTA expenditures in their Contractor for each state fiscal quarter (State Fiscal quarters end on March 31, June 30, September 30, and December 31);
    - iii. Complete the document in its entirety; and
    - iv. Submit the internally reviewed and complete R&E report within 45 days of the end of each State Fiscal Quarter.

3. The Contractor is responsible for submitting the PTR each quarter through a Secure File Transfer (SFT). The HCA will provide the Contractor with an excel workbook template that will capture a variety of demographic and programmatic data. In addition, this process will include the following:
  - i. The Contractor will ensure that their subcontractor has the bandwidth to complete all data elements requested in the PTR.
  - ii. The Contractor may allow the subcontractor to do all data entry but the PTR must be submitted into the Behavioral Health Data System (BHDS) by the Contractor through the established Secure File Transfer procedure.
  - iii. The Contractor will review for completeness and accuracy each PTR that they receive from the subcontractor.
  - iv. The Contractor will work with their subcontractors to ensure that any applicable Release of Information (ROI) forms are updated to account for the sharing of Personal Health Information (PHI) with the HCA.

# Attachment 1

## Confidential Information Security Requirements

### 1. Definitions

In addition to the definitions set out in this Contract for CJTA Funded Treatment and Recovery Support Services, the definitions below apply to this Attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - i. Passwords for external authentication must be a minimum of 10 characters long.
  - ii. Passwords for internal authentication must be a minimum of 8 characters long.
  - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

## **2. Confidential Information Transmitting**

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

## **3. Protection of Confidential Information**

The Contractor agrees to store Confidential Information as described:

a. Data at Rest:

- i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

ii. Data stored on Portable/Removable Media or Devices:

- Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
- HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Receiving Party must protect the Data by:
  1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
  2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
  3. Keeping devices in locked storage when not in use;
  4. Using check-in/check-out procedures when devices are shared;

5. Maintain an inventory of devices; and
  6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

#### **4. Confidential Information Segregation**

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

- a. The HCA Confidential Information must be kept in one of the following ways:
  - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
  - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
  - iii. in a database that will contain only HCA Data; or
  - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
  - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

#### **5. Confidential Information Shared with Subcontractors**

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

#### **6. Confidential Information Disposition**

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.



# CRIMINAL JUSTICE TREATMENT ACCOUNT

## QUARTERLY PROGRESS REPORT

Please respond to each question and submit as a separate attachment with your quarterly R&E Report to:  
[tony.walton@hca.wa.gov](mailto:tony.walton@hca.wa.gov)

Report Quarter

☐ July 2019 to September 2019 ☐ October 2019 to December 2019

☐ January 2020 to March 2020 ☐ April 2020 to June 2020

**Name of County completing Report:** Click or tap here to enter text.

Please enter your status for each item, if item is incomplete please list your plan of correction (POC) including actions to be taken and target date for completion.

1. Contractor entered all encounters and supplemental transactions funded by CJTA into the "CJTA Provider Entry Workbook"?

☐ Yes ☐ No

If no, please enter POC.

2. County submitted the CJTA Provider Entry Workbook through the Secure File Transfer?

☐ Yes ☐ No

If no, please enter POC.

3. County submitted the Quarterly Revenue and Expenditure Report?

☐ Yes ☐ No

If no, please enter POC.

## Attachment 2: Quarterly Progress Report Template

4. County has made attempts to expand access to Recovery Support Services for the intended population?

☐Yes ☐No

If no, please enter POC.

5. CJTA funding provides services for individual in a Therapeutic Court Program?

☐Yes ☐No

If Yes, please indicate the number of individuals who were admitted into the program during this quarter who are receiving medication assisted treatment or medications for opioid use disorder:

If Yes, please indicate what medications the individuals admitted into the program during this quarter are receiving (e.g. Buprenorphine, Methadone, Naltrexone):

6. Is there any indication that the Therapeutic Court programs benefitting from CJTA are denying access to, or requiring titration from, any medications for opioid use disorder?

☐Yes ☐No

Please enter any additional comments here:

7. CJTA funding used in the local, county, city, or tribal Jail?

☐Yes ☐No

If Yes, please indicate any barriers to providing treatment services and transitioning individuals into the community:

## Attachment 2: Quarterly Progress Report Template

8. List any other significant accomplishments.
9. List any training or technical assistance needs.
10. Summarize any barrier(s) encountered and plans to overcome the barrier(s) with timeline.
11. Please include any other comments you would like to convey to the HCA Contract Manager:

Completed By:

Date:

## Attachment 3: Quarterly Revenue and Expenditure Report Template

**CJTA Revenue & Expenditure Report****County Name****[Month] - [Month] [Year]**

<b>REVENUES</b>	<b>AMOUNT</b>	
<b>Non-Medicaid Revenues</b>		
Criminal Justice Treatment Acct (CJTA)		
State Drug Court (CJTA)		
<b>TOTAL REVENUES</b>	<b>\$ -</b>	
<b>EXPENDITURES - Substance Use Disorder</b>	<b>AMOUNT</b>	<b>Number Served</b>
Assessment (to include assessments done while in jail)		
Interim Services		
Community Outreach		
Brief Intervention (Any level, assessment not required)		
Acute Withdrawal Management (Detoxification)		
Involuntary Commitment Investigations and Treatment		
Sub-Acute Withdrawal Management (Detoxification)		
Outpatient Treatment (Group or Individual)		
Intensive Outpatient Treatment		
Opiate Substitution Treatment		
Case Management		
Urinalysis		
Room and Board (Residential Treatment only)		
Intensive Inpatient Residential Treatment Services		
Long-Term Care Residential Treatment Services		
Recovery House Residential Treatment Services		
Treatment in the jail (8 Sessions)		
Recovery Support Services		
Administration-10% Maximum		
Transportation		
Childcare Services		
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>-</b>

Attachment 3: Quarterly Revenue and Expenditure Report Template

**Additional Required Reporting:**

<b>CJTA</b>	<b>Amount</b>
Adult	
Youth	
PPW	
<b>Total</b>	<b>\$ -</b>
Discrepancy	\$ -

<b>CJTA - Minimum 30% Innovative</b>	<b>\$ -</b>	
		<b>100% Match</b>
<b>Contracted Directly with Courts</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Pacific County****Criminal Justice Treatment Account (CJTA)****Budget & Narrative**

July 1, 2019-June 30, 2020

**Prepared and submitted by the Pacific County CJTA Panel:** Don Richter (Superior Court), Pat Matlock (Sheriff's Office), Ben Haslam (Prosecutor's office), Mark McClain (Prosecutor's Office), Katie Lindstrom (Public Health), Tessa Clements (Drug Court), Judd Comer (Jail Liaison), Salina Mecham (Willapa Behavioral Health), Rosanne McPhail (JMHCP), Mike Sullivan (Defense), Lisa Cornell (Lifeline Connections), Jamie Haslam (Public Health)

**CJTA Budget (Per year)**

<i>What</i>	<i>Justification</i>	<i>Cost</i>
Treatment costs for uninsured/underinsured criminal justice participants	Most (approx. 95%) of criminal justice system participants have Medicaid insurance which covers the cost of treatment. This set aside will provide funding for individuals who do not insurance or who have insurance, but have copays/deductibles that make treatment unaffordable.	\$ 3,500
Transportation	This funding will augment the transportation program that provides transportation from jail to treatment, directly upon release from jail. This program also provides transportation so that individuals from South County can attend mandated court hearings (which is held in South Bend), and also covers transport for other treatment appointments for when the required 48 hours advance notice of the appointment is not possible (which is required by paratransit).	\$ 3,950
Admin	10% admin is allowed to support administration/oversight of the CJTA funds	\$ 4,449
Recovery support including housing (outside the jail)	Recovery support is a broad category that could include parent education classes, childcare, housing, or other services that support on-going recovery.	\$ 3,949
Jail Based Substance Use Treatment	Provides a portion of the funding for a .90 FTE position (see below for breakout of how the rest of the position will be funded), to provide both Mental Health and Substance Use treatment in the jail. The panel is recommending that this be a county position that is employed under the health department but jointly supervised with the Jail Administrator. The EBP, Moral Reconation Therapy (MRT) will be used with this population.	\$ 13,349
Assessments	Provides funding for substance use treatment assessments for individuals involved in the criminal justice system who also have a suspected substance use disorder. Will be included in the .90 FTE Criminal Justice SUD position.	\$ 15,300

\$ 44,497

<b>Criminal Justice Substance Use and Mental Health Treatment Provider (funding breakdown)</b>			
<i>What</i>	<i>Funding Source</i>	<i>FTE</i>	<i>Cost</i>
Substance Use treatment in the jail	CJTA	0.30	\$ 13,349
Mental Health Treatment in Jail	JMHCP or .1% Sales Tax	0.40	\$ 29,120
CJTA Assessments in jail	CJTA	0.20	\$ 15,560
		0.90	\$ 58,029

## **CJTA Plan Narrative**

- 1. Describe in detail how substance use disorder treatment and support services will be delivered within the region.**

Substance use disorder treatment and support services in Pacific County are delivered through Willapa Behavioral Health (WBH) and Lifeline Connections. WBH has locations in both north and south county, and Lifeline is located in South Bend. They provide substance use disorder treatment services that include Medication Assisted Treatment, Assessments, Intensive Outpatient and Outpatient treatments on site. In addition, WBH has a Recovery Therapy Self Help an aftercare group along with a social/fellowship group that follows. WBH also provide employment support services through the Opioid Use Reduction and Recovery Alliance (OURR). The OURR Alliance is a program focusing on aligning workforce development efforts with health and social services in response to the opioid crisis. In addition to augmenting current treatment provider (and support services) capacity, the CJTA funds will also help support a newly created position that will provide co-occurring treatment services in the jail. The local Behavioral Health Subcommittee provides coordination and oversight of the systems of care and facilitate partnerships with housing and other social service providers to provide support services for those in SUD treatment.

- 2. Per section 3.b.1 of this Statement of Work, address the CJTA Account Match Requirement if funds provide treatment or recovery support services for therapeutic court participants;**

N/A

- 3. Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or regional endeavors, including the following:**

- a. Describe the project and how it will be consistent with the strategic plan;**

The CJTA plan complements the current behavioral health strategic plan by providing services for individuals in jail and others involved in the criminal justice system, which are both populations that have been identified as underserved. Additionally, the population that will be served through this project (criminal justice involved) has been identified as a top priority in the Pacific County .1% Sales Tax strategic themes and priorities, and the all proposed CJTA services have been previously identified as gaps during our sequential intercept mapping that was completed as part of our Justice Mental Health Collaborative project.

- b. Describe how the project will enhance treatment services for individuals in the criminal**

The primary focus of this plan is to enhance treatment services for individuals who have a substance use disorder(s) and are involved in the criminal justice system. There are multiple ways that the CJTA funds will be utilized to better serve this population, starting with funding a portion of a position that will provide both Mental Health and Substance Use treatment in the jail, provide court required SUD assessments, and set aside funds for treatment for uninsured/underinsured individuals involved in the criminal justice system. We will also augment the transportation program that provides transport directly from jail to treatment upon release and to other treatment appointments when other transportation cannot be obtained (due to prior notice requirements), and recovery support which could include housing, childcare, parent education or other services that provide support for ongoing treatment. Our plan augments current efforts by providing additional funding and resources not provided by the current Medicaid system.

- c. Indicate the number of individuals who will be served using innovative funds;**

The number of individuals served each year are estimated as follows:

- Court ordered assessments- 104 per year
- Jail based SUD TX (groups, individual)- 100 people
- Transportation- 40 people per year
- Treatment for underinsured/uninsured- 3 people per year
- Additional support services- 10 people per year

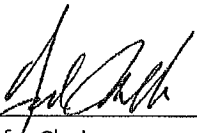
- d. If applicable, indicate plans for inclusion of MOUD within the county's Therapeutic Court programs;

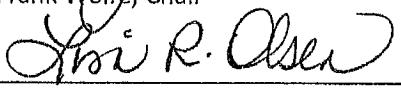
N/A- CJTA funds will not be allocated to support drug court.

- e. Address the Fiscal and programmatic Data Reporting requirements found in Section 7 of this Statement of Work.

The Justice Mental Health Collaboration Coordinator will be responsible for reporting all HCA required programmatic data in order to meet contract requirements. All contract requirements will be embedded in any subcontracts that are made to assure that required programmatic data is collected and reported. This will include assuring that any applicable Releases of Information forms are updated. Quarterly reports will be submitted that include: The Quarterly Progress Report, The Revenue Expenditure Report, and the Programmatic Treatment Report. These reports will all be submitted in accordance with the timeline, and will include the required elements. All reports will be completed in the required format, and submitted using the proper transfer methods (i.e. Secure File Transfer).


Approved by: Pacific County Board of County Commissioners (BOCC), September 24, 2019.

  
\_\_\_\_\_  
Frank Wolfe, Chair

  
\_\_\_\_\_  
Lisa Olsen, Commissioner

  
\_\_\_\_\_  
Mike Runyon, Commissioner

ATTEST

  
\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

9/24/2019  
Date





## RCW 71.24.580

**Criminal justice treatment account. (Effective until January 1, 2020.)**

(1) The criminal justice treatment account is created in the state treasury. Moneys in the account may be expended solely for: (a) Substance use disorder treatment and treatment support services for offenders with a substance use disorder that, if not treated, would result in addition, against whom charges are filed by a prosecuting attorney in Washington state; (b) the provision of substance use disorder treatment services and treatment support services for nonviolent offenders within a drug court program; and (c) the administrative and overhead costs associated with the operation of a drug court. Amounts provided in this subsection must be used for treatment and recovery support services for criminally involved offenders and authorization of these services shall not be subject to determinations of medical necessity. During the 2017-2019 fiscal biennium, the legislature may direct the state treasurer to make transfers of moneys in the criminal justice treatment account to the state general fund. During the 2019-2021 fiscal biennium, the legislature may direct the state treasurer to make transfers of moneys in the criminal justice treatment account to the home security fund account created in RCW 43.185C.060. It is the intent of the legislature to continue the policy of transferring moneys from the criminal justice treatment account to the home security fund account in subsequent biennia. Moneys in the account may be spent only after appropriation.

(2) For purposes of this section:

- (a) "Treatment" means services that are critical to a participant's successful completion of his or her substance use disorder treatment program, including but not limited to the recovery support and other programmatic elements outlined in RCW 2.30.030 authorizing therapeutic courts; and
- (b) "Treatment support" includes transportation to or from inpatient or outpatient treatment services when no viable alternative exists, and child care services that are necessary to ensure a participant's ability to attend outpatient treatment sessions.
- (3) Revenues to the criminal justice treatment account consist of: (a) Funds transferred to the account pursuant to this section; and (b) any other revenues appropriated to or deposited in the account.
- (4)(a) For the fiscal year beginning July 1, 2005, and each subsequent fiscal year, the state treasurer shall transfer eight million two hundred fifty thousand dollars from the general fund to the criminal justice treatment account, divided into four equal quarterly payments. For the fiscal year beginning July 1, 2006, and each subsequent fiscal year, the amount transferred shall be increased on an annual basis by the implicit price deflator as published by the federal bureau of labor statistics.
- (b) In each odd-numbered year, the legislature shall appropriate the amount transferred to the criminal justice treatment account in (a) of this subsection to the department for the purposes of subsection (5) of this section.

(5) Moneys appropriated to the authority from the criminal justice treatment account shall be distributed as specified in this subsection. The authority may retain up to three percent of the amount appropriated under subsection (4)(b) of this section for its administrative costs.

(a) Seventy percent of amounts appropriated to the authority from the account shall be distributed to counties pursuant to the distribution formula adopted under this section. The authority, in consultation with the department of corrections, the Washington state association of counties, the Washington state association of drug court professionals, the superior court judges' association, the Washington association of prosecuting attorneys, representatives of the criminal defense bar, representatives of substance use disorder treatment providers, and any other person deemed by the authority to be necessary, shall establish a fair and reasonable methodology for distribution to counties of moneys in the criminal justice treatment account. County or regional plans submitted for the expenditure of formula funds must be approved by the panel established in (b) of this subsection.

(b) Thirty percent of the amounts appropriated to the authority from the account shall be distributed as grants for purposes of treating offenders against whom charges are filed by a county prosecuting attorney. The authority shall appoint a panel of representatives from the Washington association of prosecuting attorneys, the Washington association of sheriffs and police chiefs, the superior court judges' association, the Washington state association of counties, the Washington defender's association or the Washington association of criminal defense lawyers, the department of corrections, the Washington state association of drug court professionals, and substance use disorder treatment providers. The panel shall review county or regional plans for funding under (a) of this subsection and grants approved under this subsection. The panel shall attempt to ensure that treatment as funded by the grants is available to offenders statewide.

(c) The county alcohol and drug coordinator, county prosecutor, county sheriff, county superior court, a substance abuse treatment provider appointed by the county legislative authority, a member of the criminal defense bar appointed by the county legislative authority, and, in counties with a drug court, a representative of the drug court shall jointly submit a plan, approved by the county legislative authority or authorities, to the panel established in subsection (5)(b) of this section, for disposition of all the funds provided from the criminal justice treatment account within that county. The submitted plan should incorporate current evidence-based practices in substance use disorder treatment. The funds shall be used solely to provide approved alcohol and substance use disorder treatment pursuant to RCW 71.24.560 and treatment support services. No more than ten percent of the total moneys received under subsections (4) and (5) of this section by a county or group of counties participating in a regional agreement shall be spent for treatment support services.

(7) Counties are encouraged to consider regional agreements and submit regional plans for the efficient delivery of treatment under this section.

(8) Moneys allocated under this section shall be used to supplement, not supplant, other federal, state, and local funds used for substance abuse treatment.

(9) If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the health care authority's designee for assistance must assist the court with acquiring the resource.

(10) Counties must meet the criteria established in RCW 2.30.030(3).

**NOTES:**

[ 2019 c 415 § 980; 2019 c 314 § 27. Prior: 2018 c 205 § 2; 2018 c 201 § 4044; 2017 3rd sp.s. c 1 § 981; 2016 sp.s. c 29 § 511; prior: 2015 3rd sp.s. c 4 § 968; 2015 c 291 § 10; 2013 2nd sp.s. c 4 § 990; 2011 2nd sp.s. c 9 § 910; 2011 1st sp.s. c 40 § 34; prior: 2009 c 479 § 50; 2009 c 445 § 1; 2008 c 329 § 918; 2003 c 379 § 11; 2002 c 290 § 4. Formerly RCW 70.96A.350.]

Reviser's note: This section was amended by 2019 c 314 § 27 and by 2019 c 415 § 980, each without reference to the other. Both amendments are incorporated in the publication of this section under RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

**Effective date—2019 c 415:** See note following RCW 28B.20.476.

**Declaration—2019 c 314:** See note following RCW 48.22.810.

**Finding—Intent—2018 c 205:** "Drug courts remove a defendant's or respondent's case from the criminal and civil court traditional trial track and allow those defendants or respondents the opportunity to obtain treatment services to address particular issues that may have contributed to the conduct that led to their arrest or other issues before the court. Such courts, by focusing on specific individuals' needs, provide treatment for the issues presented and ensure rapid and appropriate accountability for program violations, which decreases recidivism, improves the safety of the community, and improves the life of the program participant and the lives of the participant's family members by decreasing the severity and frequency of the specific behavior addressed by the therapeutic court. Therefore, the legislature finds compelling the research conducted by the Washington state institute for public policy and the research and data analysis division of the department of social and health services showing that providing recovery support services to clients in drug courts creates a benefit to the state of approximately seven dollars and sixty cents in reduced public expenditures and reduced costs of victimization for each dollar spent. Therefore, it is the intent of the legislature to allow the use of a portion of the criminal justice treatment account to provide such services to foster increased success in drug courts." [ 2018 c 205 § 1.]

**Findings—Intent—Effective date—2018 c 201:** See notes following RCW 41.05.018.

**Effective date—2017 3rd sp.s. c 1:** See note following RCW 43.41.455.

**Effective dates—2016 sp.s. c 29:** See note following RCW 71.05.760.

**Short title—Right of action—2016 sp.s. c 29:** See notes following RCW 71.05.010.

**Effective dates—2015 3rd sp.s. c 4:** See note following RCW 28B.15.069.

**Conflict with federal requirements—2015 c 291:** See note following RCW 2.30.010.

**Effective dates—2013 2nd sp.s. c 4:** See note following RCW 2.68.020.

**Effective dates—2011 2nd sp.s. c 9:** See note following RCW 28B.50.837.

**Application—Recalculation of community custody terms—2011 1st sp.s. c 40:** See note following RCW 9.94A.501.

**Effective date—2009 c 479:** See note following RCW 2.56.030.

**Severability—Effective date—2008 c 329:** See notes following RCW 28B.105.110.

**Severability—Effective dates—2003 c 379:** See notes following RCW 9.94A.728.

**Effective date—2002 c 290 §§ 1, 4-6, 12, 13, 26, and 27:** "Sections 1, 4 through 6, 12, 13, 26, and 27 of this act are necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and take effect immediately [April 1, 2002]." [ 2002 c 290 § 32.]

**Intent—2002 c 290:** See note following RCW 9.94A.517.

## RCW 71.24.580

### Criminal justice treatment account. (*Effective January 1, 2020.*)

(1) The criminal justice treatment account is created in the state treasury. Moneys in the account may be expended solely for: (a) Substance use disorder treatment and treatment support services for offenders with a substance use disorder that, if not treated, would result in addition, against whom charges are filed by a prosecuting attorney in Washington state; (b) the provision of substance use disorder treatment services and treatment support services for nonviolent offenders within a drug court program; and (c) the administrative and overhead costs associated with the operation of a drug court. Amounts provided in this subsection must be used for treatment and recovery support services for criminally involved offenders and authorization of these services shall not be subject to determinations of medical necessity. During the 2017-2019 fiscal biennium, the legislature may direct the state treasurer to make transfers of moneys in the criminal justice treatment account to the state general fund. During the 2019-2021 fiscal biennium, the legislature may direct the state treasurer to make transfers of moneys in the criminal justice treatment account to the home security fund account created in RCW 43.185C.060. It is the intent of the legislature to continue the policy of transferring moneys from the criminal justice treatment account to the home security fund account in subsequent biennia. Moneys in the account may be spent only after appropriation.

(2) For purposes of this section:

- (a) "Treatment" means services that are critical to a participant's successful completion of his or her substance use disorder treatment program, including but not limited to the recovery support and other programmatic elements outlined in RCW 2.30.030 authorizing therapeutic courts; and
- (b) "Treatment support" includes transportation to or from inpatient or outpatient treatment services when no viable alternative exists, and child care services that are necessary to ensure a participant's ability to attend outpatient treatment sessions.
- (3) Revenues to the criminal justice treatment account consist of: (a) Funds transferred to the account pursuant to this section; and (b) any other revenues appropriated to or deposited in the account.
- (4)(a) For the fiscal year beginning July 1, 2005, and each subsequent fiscal year, the state treasurer shall transfer eight million two hundred fifty thousand dollars from the general fund to the criminal justice treatment account, divided into four equal quarterly payments. For the fiscal year beginning July 1, 2006, and each subsequent fiscal year, the amount transferred shall be increased on an annual basis by the implicit price deflator as published by the federal bureau of labor statistics.
- (b) In each odd-numbered year, the legislature shall appropriate the amount transferred to the criminal justice treatment account in (a) of this subsection to the department for the purposes of subsection (5) of this section.

- (5) Moneys appropriated to the authority from the criminal justice treatment account shall be distributed as specified in this subsection. The authority may retain up to three percent of the amount appropriated under subsection (4)(b) of this section for its administrative costs.
- (a) Seventy percent of amounts appropriated to the authority from the account shall be distributed to counties pursuant to the distribution formula adopted under this section. The authority, in consultation with the department of corrections, the Washington state association of counties, the Washington state association of drug court professionals, the superior court judges' association, the Washington association of prosecuting attorneys, representatives of the criminal defense bar, representatives of substance use disorder treatment providers, and any other person deemed by the authority to be necessary, shall establish a fair and reasonable methodology for distribution to counties of moneys in the criminal justice treatment account. County or regional plans submitted for the expenditure of formula funds must be approved by the panel established in (b) of this subsection.

- (b) Thirty percent of the amounts appropriated to the authority from the account shall be distributed as grants for purposes of treating offenders against whom charges are filed by a county prosecuting attorney. The authority shall appoint a panel of representatives from the Washington association of prosecuting attorneys, the Washington association of sheriffs and police chiefs, the superior court judges' association, the Washington state association of counties, the Washington defender's association or the Washington association of criminal defense lawyers, the department of corrections, the Washington state association of drug court professionals, and substance use disorder treatment providers. The panel shall review county or regional plans for funding under (a) of this subsection and grants approved under this subsection. The panel shall attempt to ensure that treatment as funded by the grants is available to offenders statewide.

- (6) The county alcohol and drug coordinator, county prosecutor, county sheriff, county superior court, a substance abuse treatment provider appointed by the county legislative authority, a member of the criminal defense bar appointed by the county legislative authority, and, in counties with a drug court, a representative of the drug court shall jointly submit a plan, approved by the county legislative authority or authorities, to the panel established in subsection (5)(b) of this section, for disposition of all the funds provided from the criminal justice treatment account within that county. The submitted plan should incorporate current evidence-based practices in substance use disorder treatment. The funds shall be used solely to provide approved alcohol and substance use disorder treatment pursuant to RCW 71.24.560 and treatment support services. No more than ten percent of the total moneys received under subsections (4) and (5) of this section by a county or group of counties participating in a regional agreement shall be spent for treatment support services.

- (7) Counties are encouraged to consider regional agreements and submit regional plans for the efficient delivery of treatment under this section.

- (8) Moneys allocated under this section shall be used to supplement, not supplant, other federal, state, and local funds used for substance abuse treatment.

- (9) If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the health care authority's designee for assistance must assist the court with acquiring the resource.

- (10) Counties must meet the criteria established in RCW 2.30.030(3).

- (11) The authority shall annually review and monitor the expenditures made by any county or group of counties that receives appropriated funds distributed under this section. Counties shall repay any funds that are not spent in accordance with the requirements of its contract with the authority.

[ 2019 c 415 § 980; 2019 c 325 § 1040; 2019 c 314 § 27. Prior: 2018 c 205 § 2; 2018 c 201 § 4044; 2017 3rd sp.s. c 1 § 981; 2016 sp.s. c 29 § 511; prior: 2015 3rd sp.s. c 4 § 968; 2015 c 291 § 10; 2013 2nd sp.s. c 4 § 950; 2011 2nd sp.s. c 9 § 910; 2011 1st sp.s. c 40 § 34; prior: 2009 c 479 § 50; 2009 c 445 § 1; 2008 c 329 § 918; 2003 c 379 § 11; 2002 c 290 § 4. Formerly RCW 70.96A.350.]

## NOTES:

Reviser's note: This section was amended by 2019 c 314 § 27, 2019 c 325 § 1040, and by 2019 c 415 § 980, without reference to one another. All amendments are incorporated in the publication of this section under RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

**Effective date—2019 c 415:** See note following RCW 28B.20.476.

**Effective date—2019 c 325:** See note following RCW 71.24.011.

**Declaration—2019 c 314:** See note following RCW 18.22.810.

**Finding—Intent—2018 c 205:** "Drug courts remove a defendant's or respondent's case from the criminal and civil court traditional trial track and allow those defendants or respondents the opportunity to obtain treatment services to address particular issues that may have contributed to the conduct that led to their arrest or other issues before the court. Such courts, by focusing on specific individuals' needs, provide treatment for the issues presented and ensure rapid and appropriate accountability for program violations, which decreases recidivism, improves the safety of the community, and improves the life of the program participant and the lives of the participant's family members by decreasing the severity and frequency of the specific behavior addressed by the therapeutic court. Therefore, the legislature finds compelling the research conducted by the Washington state institute for public policy and the research and data analysis division of the department of social and health services showing that providing recovery support

services to clients in drug courts creates a benefit to the state of approximately seven dollars and sixty cents in reduced public expenditures and reduced costs of victimization for each dollar spent. Therefore, it is the intent of the legislature to allow the use of a portion of the criminal justice treatment account to provide such services to foster increased success in drug courts." [ 2018 c 205 § 1.]

**Findings—Intent—Effective date—2018 c 201:** See notes following RCW 41.05.018.

**Effective date—2017 3rd sp.s. c 1:** See note following RCW 43.41.455.

**Effective dates—2016 sp.s. c 29:** See note following RCW 71.05.760.

**Short title—Right of action—2016 sp.s. c 29:** See notes following RCW 71.05.010.

**Effective dates—2015 3rd sp.s. c 4:** See note following RCW 28B.15.069.

**Conflict with federal requirements—2015 c 291:** See note following RCW 2.30.010.

**Effective dates—2013 2nd sp.s. c 4:** See note following RCW 2.68.020.

**Effective dates—2011 2nd sp.s. c 9:** See note following RCW 28B.50.837.

**Application—Recalculation of community custody terms—2011 1st sp.s. c 40:** See note following RCW 9.94A.501.

**Effective date—2009 c 479:** See note following RCW 2.56.030.

**Severability—Effective date—2008 c 329:** See notes following RCW 28B.105.110.

**Severability—Effective dates—2003 c 379:** See notes following RCW 9.94A.728.

**Effective date—2002 c 290 §§ 1, 4-6, 12, 13, 26, and 27:** "Sections 1, 4 through 6, 12, 13, 26, and 27 of this act are necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and take effect immediately [April 1, 2002]." [ 2002 c 290 § 32.]

**Intent—2002 c 290:** See note following RCW 9.94A.517.