

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Andy Pernsteiner, Undersheriff JCSO

DATE:

SUBJECT: Amended contract for WASPC Mental Health Navigator

STATEMENT OF ISSUE:

The original contract required a .51 FTE Mental Health Professional that would supervise and work with our mental health navigator. Since the original contract was signed WASPC now has changed the role of the required MHP now only requiring a minimum of 1 hour per week for the MHP. It's difficult to dedicate .51 percent of time from MHP to Navigator and the amended contract is more in line with the needs for Jefferson County at this time. The only change from original contract is removing "Care Plan" and changing hours required by MHP.

ANALYSIS:

Currently JCSO subcontracts with Discovery Behavioral Health to provide the Navigator and the MHP at 51%. It's been difficult for the MHP to dedicate 51% of their time to the program.

FISCAL IMPACT:

There is no fiscal impact, the amount of the grant doesn't change.

RECOMMENDATION:

Recommend to approve the amended contract.

REVIEWED BY:


Mark McCauley, County Administrator

11/23/22
Date



Washington Association of
**SHERIFFS &
POLICE CHIEFS**

**PROFESSIONAL SERVICES
CONTRACT for
Mental Health Field Response
(AMENDED)**

WASPC Contract Number:

MHFR-22-003-A1

THIS CONTRACT is made by and between the Washington Association of Sheriffs and Police Chiefs (WASPC) and Jefferson County Sheriff's Office (Contractor).

CONTRACTOR NAME Jefferson County Sheriff's Office		CONTRACTOR DOING BUSINESS AS (DBA) N/A	
CONTRACTOR STREET 79 Elkins Rd	CITY Port Hadlock	STATE WA	ZIP CODE 98339
CONTRACTOR CONTACT Undersheriff - Andrew Pernsteiner	CONTRACTOR TELEPHONE (360) 344-9760	CONTRACTOR E-MAIL ADDRESS apernsteiner@co.jefferson.wa.us	
Is Contractor a Subrecipient under this Contract? ☐ YES ☒ NO		FUNDING AUTHORITY RCW 36.28A.440	

WASPC PROGRAM Mental Health Field Response	WASPC DIVISION/SECTION Projects and Programs
WASPC CONTACT NAME AND TITLE Steven Briggs Program Coordinator	WASPC CONTACT ADDRESS Steven Briggs 3060 Willamette Dr. NE, STE 200 Lacey, WA 98516
WASPC CONTACT TELEPHONE (360) 486-2389	WASPC CONTACT E-MAIL ADDRESS sbriggs@waspc.org

CONTRACT START DATE July 1, 2022	CONTRACT END DATE June 30, 2023	TOTAL MAXIMUM CONTRACT AMOUNT \$108,994.25
PURPOSE OF CONTRACT: To provide services to communities in Washington State as set forth in RCW 36.28A.440.		FUNDING SOURCE: Washington State Healthcare Authority (State Funds)
SERVICE AREA: Jefferson County & City of Port Townsend		

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
WASPC SIGNATURE	PRINTED NAME AND TITLE Kim Goodman, Chief of Staff	DATE SIGNED

Approved as to form only:

November 22, 2022

Washington Association of
Sheriffs and Police Chiefs

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Mental Health Field Response

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Schedule A: Statement of Work (SOW) (AS AMENDED)

Schedule B: Approved Budget

Exhibit A: Project Narrative and Timeline

Exhibit B: Project Budget

Contract # MHFR-22-003-A1

RECITALS

House Bill 2982, Chapter 142, Laws of 2018, went into effect on June 7, 2018. The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals. WASPC has determined that entering into a Contract with Jefferson County Sheriff's Office will meet WASPC's needs.

NOW THEREFORE, WASPC awards to Jefferson County Sheriff's Office this Contract, the terms and conditions of which will govern Contractor's providing to WASPC the services and Data from Contractor's Mental Health Field Response program.

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 (AS AMENDED)

"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 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.

"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>.

"Community Agency" means an organization that works with and supports people working through behavioral health challenges but does not directly provide treatment. The organization can be a nonprofit or government/public agency as defined in the application

"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, software source code or object code, or WASPC or State security information.

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

"Contractor" means Jefferson County Sheriff's Office, D/B/A: N/A, 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.

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

"Date of Execution" or **"Effective Date"** means the first date this Contract is in full force and effect, or the date of the last signature of a party to this Contract.

"Government/Public Agency" means an educational service district, school district, law enforcement agency, therapeutic court or probation office, public health district, a recognized American Indian organization, an Urban Indian Health Organization, or a Tribe.

"WASPC 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.

"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 the Contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with WASPC staff in Contractor's conduct of the services;
- 3.1.4 Conformance with WASPC 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;
- 3.1.7 Regular, punctual attendance at all meetings;
- 3.1.8 Provision of high-quality services, and

Prior to payment of invoices, WASPC 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 shall be July 1, 2022 and continue through June 30, 2023, unless terminated sooner as provided herein.
- 3.2.2 Work performed without a contract or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Contractor. WASPC will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.
- 3.2.3 A completed contract is expected within 30 days following the letter of intent to award. In the event a contract is not signed (through no fault of WASPC) by the awarded Applicant within 30 days, WASPC may elect to cease negotiations, withdraw the award, and award to the next most advantageous Applicant.

3.3 DATA COLLECTION

- 3.3.1 The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the JULOTA Reach Software. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency(ies). The CONTRACTOR, if not already done so, shall execute the JULOTA "SaaS Use Agreement", which will be separately executed between the CONTRACTOR and JULOTA within 30 days of the execution of this contract.

3.4 COMPENSATION

- 3.4.1 The Maximum Compensation payable to Contractor is **\$108,994.25**.
- 3.4.2 Contractor's compensation for services rendered will be based in accordance with Schedule B: *Approved Budget*.
- 3.4.3 The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten percent (10%) in aggregate among budget line items as indicated in Schedule B: *Approved Budget*. WASPC may approve or deny the request at its sole discretion.
- 3.4.4 Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as

provided herein as evidenced by the CONTRACTOR submitting a proper WASPC Reimbursement Request Form, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the maximum amount of authorized funding as provided on the Facesheet of this contract. Costs allowable under this CONTRACT are based on the budget approved by WASPC and documented in Schedule B.

3.5 INVOICE AND PAYMENT

- 3.5.1 Contractor must submit accurate invoices to WASPC utilizing the online billing tool made available to contractor upon execution of their contract. Invoices are due monthly and should be submitted the 10th day of the month following the period for which services are billed. WASPC reserves the right to deny payment for invoices that are submitted forty-five (45) calendar days beyond the period for which services were provided.
- 3.5.2 Invoices must describe and document to WASPC's satisfaction a description of the work performed, the progress of the project, fees, and a statement that includes the following language: *"We certify pursuant to 2 CFR § 200.201(1)(iii)(3) that the activities described in this invoice and associated report(s) have been completed,"*. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.
- 3.5.3 Contractor must submit properly itemized invoices to include the following information, as applicable:
 - 3.5.3.1 WASPC Contract number MHFR-22-003-A1;
 - 3.5.3.2 Contractor name, address, phone number;
 - 3.5.3.3 Description of Services;
 - 3.5.3.4 Date(s) of delivery;
 - 3.5.3.5 Net invoice price for each item;
 - 3.5.3.6 Applicable taxes;
 - 3.5.3.7 Total invoice price; and
- 3.5.4 WASPC 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.
- 3.5.5 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 WASPC within fourteen (14) calendar days after the Contract expiration date. WASPC is under no obligation to pay any claims that are submitted fifteen (15) or more calendar days after the Contract expiration date ("Belated

Claims"). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.6 CONTRACTOR AND WASPC CONTRACT MANAGERS

- 3.6.1 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 WASPC Contract Manager for all business matters, performance matters, and administrative activities.
- 3.6.2 WASPC'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 WASPC Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- 3.6.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		WASPC Contract Manager Information	
Name:	Undersheriff - Andrew Pernsteiner	Name:	Steven Briggs
Address:	79 Elkins Rd Port Hadlock, WA 98339	Address:	3060 Willamette Dr NE, STE 200 Lacey, WA 98516
Phone:	(360) 344-9760	Phone:	(360) 486-2389
Email:	apernsteiner@co.jefferson.wa.us	Email:	sbriggs@waspc.org

3.7 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.

- 3.7.1 In the case of notice to the Contractor:

Undersheriff - Andrew Pernsteiner
Jefferson County Sheriff's Office
79 Elkins Rd

Port Hadlock, WA 98339

3.7.2 In the case of notice to WASPC:

Attention: Chief of Staff
Washington Association of Sheriffs and Police Chiefs
3060 Willamette Drive NE, STE 200
Lacey, WA 98516

3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 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:

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals

3.8.3 Special Terms and Conditions;

3.8.4 General Terms and Conditions;

3.8.5 Schedule A: Statement of Work;

3.8.6 Schedule B: Approved Budget

3.8.7 Exhibit A: Project Narrative and Timeline

3.8.8 Exhibit B: Project Budget

3.8.9 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the WASPC 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 must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- 3.9.1 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.
- 3.9.2 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.
- 3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.9.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name WASPC, 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 WASPC within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at WASPC's sole option, result in this Contract's termination.
- 3.9.5 Contractor shall submit to WASPC a certificate of insurance that outlines the coverage and limits defined in the Insurance section before any work is performed and will not receive any payment or reimbursement until such certificate of insurance is provided to WASPC. Contractor must submit renewal certificates as appropriate during the term of the contract.
- 3.9.6 The Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to WASPC upon request.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2), RCW 36.28A.450 and federal rules, the Contractor must provide access to any data generated under this Contract to WASPC, 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 4.37, *Subcontracting*, without the prior written consent of WASPC, which may be withheld at WASPC's sole discretion. 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 WASPC 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 WASPC 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 AUDIT

If Contractor is required by OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 to have an audit of their financial statements, the Contractor must submit the results of that audit to WASPC no later than 90 (ninety) calendar days after those results are delivered to the contractor by their auditor.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify WASPC 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.

4.8 CONFIDENTIAL INFORMATION PROTECTION

- 4.8.1 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 WASPC'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.
- 4.8.2 The CONTRACTOR agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 20 C.F.R. Part 22 that are applicable to collection, use and revelation of data or information. The CONTRACTOR further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, section 2223.
- 4.8.3 WASPC 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.
- 4.8.4 The obligations set forth in this section will survive completion, cancellation, expiration, suspension, or termination of this Contract.

4.9 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that WASPC complies with chapter 42.56 RCW, the Public Records Act relating to public projects, and that this Contract may 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, WASPC 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, WASPC 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, WASPC will release the requested information on the date specified.

4.10 CONFORMANCE WITH 2 CFR 200 AND RELEVANT STATE AND LOCAL LAWS

All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R Part 200 and state and local law.

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. WASPC 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 WASPC if, during the term of this Contract, Contractor becomes debarred. WASPC 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 WASPC 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 WASPC Director review the dispute. Any such request from the

initiating party must be submitted in writing to the WASPC Director within five (5) Business Days after receiving the response of the responding party. The WASPC Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The WASPC 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; and

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

WASPC 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 4.45 *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 WASPC 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 WASPC, at its sole discretion, may:

4.16.1 Terminate this Contract pursuant to the section titled: *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. WASPC will use this option only when WASPC 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 WASPC 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 WASPC informing WASPC 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 WASPC and an acceptable date cannot be negotiated, WASPC 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. WASPC 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.

4.18 HUMAN SUBJECTS PROTECTION

The CONTRACTOR 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, and subject informed consent.

4.19 WASPC NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the WASPC Network without prior written authorization from WASPC's Chief Information Officer. Unauthorized access to WASPC networks and systems is a violation of WASPC 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 WASPC visitor Wi-Fi Internet connection while on site.

4.20 INDEMNIFICATION

Contractor shall defend, indemnify, and save WASPC harmless from and against all claims, including reasonable attorneys' fees resulting from such claims 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. This indemnification shall include, but not be limited to, any or all injuries to persons or damage to property, or Breach of confidentiality and notification obligations under Section 4.7 Confidential Information Protection and Section 4.8 Confidentiality Breach-Required Notification.

WASPC shall defend, indemnify, and save Contractor 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 any confidentiality and notification obligations as provided in Section 4.7 of this Contract, arising from intentional or negligent acts or omissions of WASPC, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

For purposes of the indemnification provisions above, and limited to this section only, the parties waive their protections under RCW Title 51 for employee claims. This limited waiver was specifically negotiated and bargained for.

4.21 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 WASPC. Contractor will not hold itself out as or claim to be an officer or employee of WASPC 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.

4.22 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.

4.23 LEGAL AND REGULATORY COMPLIANCE

- 4.23.1 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.

4.23.2 While on WASPC's premises, Contractor must comply with WASPC operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable).

4.23.3 Failure to comply with any provisions of this section may result in Contract termination.

4.24 LIMITATION OF AUTHORITY

Only the WASPC 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 WASPC Authorized Representative.

4.25 NO THIRD-PARTY BENEFICIARIES

WASPC 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.

4.26 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 WASPC.

4.1 NON-SUPPLANTING CERTIFICATION

No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

4.2 OVERPAYMENTS TO CONTRACTOR

In the event that Overpayments or erroneous payments have been made to the Contractor under this Contract, WASPC will provide written notice to Contractor and Contractor will refund the full amount to WASPC within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, WASPC may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with WASPC's

actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 *Disputes*.

4.3 PAY EQUITY

- 4.3.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), 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.
- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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 WASPC's request for such evidence, WASPC may suspend or terminate this Contract.

4.4 PUBLICITY

- 4.4.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by WASPC and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.4.2 Contractor agrees to submit to WASPC, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which WASPC's name is mentioned, language is used, or Internet links are provided from which the connection of WASPC's name with Contractor's Services may, in WASPC'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 WASPC prior to such use.

4.5 RECORDS AND DOCUMENTS REVIEW

- 4.5.1 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 WASPC, 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].
- 4.5.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.5.3 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.

4.6 REMEDIES NON-EXCLUSIVE

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

4.7 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to WASPC, 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.

4.8 RIGHTS IN DATA/OWNERSHIP

- 4.8.1 WASPC and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract and received by WASPC 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 WASPC. 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.

- 4.8.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Contractor assigns and transfers to WASPC, 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.
- 4.8.3 Contractor will execute all documents and perform such other proper acts as WASPC may deem necessary to secure for WASPC the rights pursuant to this section.
- 4.8.4 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 WASPC. 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.
- 4.8.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to WASPC 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. WASPC will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.8.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise WASPC 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 WASPC 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.

4.9 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.

4.10 SERVICES TO PERSONS WITH LIMITED ENGLISH PROFICIENCY

4.10.1 The CONTRACTOR 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 of the Safe Streets Act, the CONTRACTOR is 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 US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be access on the internet at www.lep.gov.

4.11 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.

4.12 SITE SECURITY

While on WASPC 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. WASPC 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 WASPC.

4.13 SUBCONTRACTING

4.13.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of WASPC. WASPC 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 WASPC for any breach in the performance of Contractor's duties.

- 4.13.2 Contractor agrees that any proposed subcontracts must be provided to WASPC for review no later than 10 (ten) business days before such a subcontract's effective date.
- 4.13.3 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.13.4 If at any time during the progress of the work WASPC determines in its sole judgment that any Subcontractor is incompetent or undesirable, WASPC will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.13.5 The rejection or approval by WASPC 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 WASPC.
- 4.13.6 WASPC 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.

4.14 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. The right of WASPC to recover any Overpayments will also survive the termination of this Contract.

4.16 CORRECTIVE ACTION PLAN/SUSPENSION/TERMINATION

4.16.1 CORRECTIVE ACTION PLAN

In the event that WASPC determines that the Contractor has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Contract (to include any and all attachments, references, appendices, or other documents included or referenced herein), then WASPC will immediately take steps to mitigate any harmful effects of such failure(s), and promptly prepare a Corrective Action Plan (CAP) with respect to such failure(s) and outline the steps WASPC believes to be necessary to remedy such failure(s). In the event that the contractor is unable to complete the CAP, WASPC reserves its right to proceed with Termination or Suspension as outlined in Section 4.40 of the General Terms of this Contract.

4.16.2 SUSPENSION

If WASPC reasonably determines that the Contractor has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Contract (to include any and all attachments, references, appendices, or other documents included or

referenced herein), WASPC reserves the right to issue a Notice of Suspension to the Contractor. A Notice of Suspension acts to suspend this contract in its entirety, including suspending payment for future services provided by Contractor.

In the event a notice of suspension is issued, WASPC agrees to pay Contractor for all services provided under this Contract prior to the issuance of the Notice of Suspension.

WASPC reserves the right to reinstate a contract at its discretion by issuing a Notice of Reinstatement, or to move forward with Termination as outlined in Section 4.40 of the General Terms of this agreement.

4.16.3 TERMINATION FOR DEFAULT

In the event WASPC determines that Contractor has failed to comply with the terms and conditions of a corrective action plan or the terms of this Contract, WASPC has the right to suspend or terminate this Contract. WASPC 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. WASPC 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 WASPC 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."

4.16.4 TERMINATION FOR CONVENIENCE

When, at the reasonable discretion of either WASPC or Contractor, it is in either party's best interest, both WASPC and Contractor may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice to the other party. If this Contract is so terminated, each party will be liable only for payment in accordance with the terms of this Contract for service rendered prior to the effective date of termination. No penalty shall accrue to either WASPC or Contractor in the event the termination option in this section is exercised.

4.16.5 TERMINATION FOR NONALLOCATION OF FUNDS

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

4.16.6 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of WASPC 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, WASPC 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. WASPC will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. WASPC agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

4.16.7 TERMINATION FOR CONFLICT OF INTEREST

Both WASPC and Contractor may terminate this Contract by written notice to the other party if either WASPC or Contractor 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, or Contractor's internal policy. In the event this Contract is so terminated, WASPC will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.17 TERMINATION PROCEDURES

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

4.17.2 WASPC will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by WASPC and the amount agreed upon by the Contractor and WASPC 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 WASPC; and (iv) the protection and

preservation of property, unless the termination is for default, in which case WASPC 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*. WASPC may withhold from any amounts due the Contractor such sum as WASPC determines to be necessary to protect WASPC against potential loss or liability.

4.17.3 After receipt of notice of termination, and except as otherwise directed by WASPC, Contractor must:

4.17.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;

4.17.3.2 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;

4.17.3.3 Assign to WASPC, in the manner, at the times, and to the extent directed by WASPC, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case WASPC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4.17.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WASPC to the extent WASPC may require, which approval or ratification will be final for all the purposes of this clause;

4.17.3.5 Transfer title to and deliver as directed by WASPC any property required to be furnished to WASPC;

4.17.3.6 Complete performance of any part of the work that was not terminated by WASPC; and

4.17.3.7 Take such action as may be necessary, or as WASPC 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 WASPC has or may acquire an interest.

4.18 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 WASPC Authorized Representative has the authority to waive any term or condition of this Contract on behalf of WASPC.

4.19 WARRANTIES

- 4.19.1 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 WASPC.
- 4.19.2 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.
- 4.19.3 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 WASPC or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence WASPC to enter into this Contract.

SCHEDULE A (AS AMENDED)

Statement of Work

PURPOSE

House Bill 2982, Chapter 142, Laws of 2018, went into effect on June 7, 2018. The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals.

CONTRACTOR RESPONSIBILITIES

Jefferson County Sheriff's Office is required to implement the Mental Health Field Response Program as described in their Project Narrative and Project Timeline (as attached in "Exhibit A)", with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's Project Narrative and Project Timeline can be made to Steven Briggs, Program Coordinator at sbriggs@waspc.org. WASPC is under no obligation to grant such a request.

This program shall include the following elements as central features of their program:

- Contractor must include at least one mental health professional, as defined in RCW 71.05.020(39), who will perform field response professional services under the plan. A mental health professional may assist patrolling law enforcement officers either in the field or in an on-call capacity.
- The mental health professional may also provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency. Nothing limits the mental health professional's participation to field patrol.

WASPC will be utilizing a third-party data collection and case management system described elsewhere in the Contract. All sites are expected to implement this data collection system and enter information in an accurate and timely manner.

In the event that there is a change in the contract or program management staff paid for by this grant, it is expected that Contractor will notify WASPC of the change to include the name and contact information for the new staff member.

Contractor is required to develop and submit to WASPC a "Sustainability Plan" by January 31, 2023. This plan shall consist of the following elements:

- Description of and dollar amounts of current funding for the Field Response program, to include WASPC funds and funds from other sources that support the same program,
- Description and dollar amounts of current local matching funds,

- A narrative that describes any efforts made to secure additional funding for the program from sources other than WASPC,
- A narrative that describes the impact a potential loss of WASPC funds in the following State Fiscal Year (beginning July 1, 2023)
- A narrative that describes what steps will be taken to secure additional funding, other than WASPC funding, to support the Field Response program.

To allow agencies to provide the best and most comprehensive services possible, WASPC is allowing funding to be utilized for staffing of programs by properly credentialed and trained staff, at the following levels, under the stated conditions:

1. Mental Health Professional (MHP) as defined by [RCW 71.05.020\(39\)](#):

- Programs must utilize an MHP as defined in RCW 71.05.020(39) to perform duties established in 36.28A.440(3): "...assist patrolling officers in the field or in an on-call capacity, provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency."
- MHPs should prioritize grant funded hours to providing services to individuals in crisis.
- MHPs must provide a minimum of 1 hour per week of direct one-on-one supervision to Non-MHPs as required if the program utilizes non-MHPs.

2. Non-MHPs

- Unless licensed to do so, the non-MHP does not provide support or services that would require a license or certification of any kind from the Washington State Department of Health, the Washington State Healthcare Authority, or any other governing body with regulatory authority in Washington State.
- Individuals not meeting the definition of MHP as defined by RCW 71.05.020(39) may provide services under the following circumstances:
 1. The non-MHP must receive a minimum of 1 hour per week of direct one-on-one supervision by a licensed MHP,
 2. The non-MHP must immediately disengage with an individual that appears to be escalating to a state of acute crisis or agitation that may present a threat to their physical safety and follow any steps identified by agency policy.
 3. Prior to providing services and no less than yearly, the non-MHP must participate in training relevant to all of the following topics:
 - Interacting with and providing social services to individuals with mental health conditions, to include Substance Use Disorder,
 - Program policies and standard operating procedures,

- Necessary and practical physical safety precautions that must be taken when interacting with community members served by the program,
- Necessary and practical techniques to avoid work related vicarious trauma and burn-out,
- *Please note that the training listed above is meant to represent a bare minimum standard to which all non-MHPs paid for using WASPC funds must adhere. WASPC expects that agencies will ensure that all of these requirements are met.*

3. Law Enforcement

- WASPC places no conditions or limitations on the program's use of sworn law enforcement staff that are listed in "Schedule B - Approved Budget"

If Contractor fails to perform to the standards set forth above, WASPC remains able to remedy noncompliance as outlined elsewhere in this Contract including but not limited to provisions for corrective action, suspension, termination and/or recapture of funds already paid to the contractor.

WASPC RESPONSIBILITIES

Provide a Contract Manager to monitor all progress and activities under the program,

Provide timely responses to all inquiries from the Contractor,

Pay for use and access to the "Data Collection Tool" as described in Section 3.3.1 by the Contractor.

SCHEDULE B

Approved Budget

Budget Category	Amount Awarded
A. Personnel	\$ 0.00
B. Fringe Benefits	\$ 0.00
C. Travel	\$ 0.00
D. Equipment	\$ 0.00
E. Supplies	\$ 0.00
F. Consultants/Contracts	\$108,994.25
G. Other	\$ 0.00
TOTAL PROJECT AWARD	\$108,994.25

Please note that the "SCHEDULE B Approved Budget" is the final approved budget for your program. Funds awarded under this contract must be expended as outlined in "EXHIBIT B Budget (As Attached)" and "Exhibit C (As Attached)" unless otherwise noted on this page.

APPROVED BUDGET NARRATIVE (if any):

EXHIBIT A

Project Narrative and Project Timeline (As Attached)

EXHIBIT B

Project Budget (As Attached)

**JEFFERSON COUNTY SHERIFF'S OFFICE RESONSE
TO THE MENTAL HEALTH FIELD RESPONSE
TEAM GRANT
2022-2023**



Integrity – Services – Courage – Community

Sheriff Joe Nole

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Project Description

The Jefferson County Sheriff's Office (JCSO) is requesting \$108,994.25 from the Washington Association of Sheriffs and Police Chiefs to fund one embedded mental health professional (Navigator). The JCSO Navigator will work in partnership with the PTPD Navigator and other community partners to fulfill several duties that include:

- Responding in person to calls for service with deputies to address behavioral health related issues and assist with de-escalation
- Assisting deputy in determining whether detaining and transporting an individual for evaluation under RCW 71.05/71.34 is warranted;
- Communicating with mental health and medical professionals when an individual is brought into the hospital for evaluation
- When appropriate, recommend diversion alternatives to arrest;
- Providing appropriate referrals to community members seeking services;
- Conducting outreach to high risk or vulnerable populations (ie, individuals experiencing homelessness, severely and chronically mentally ill, older adults) with deputies, staff from other agencies, and PTPD Navigator;
- Coordinating with social support agencies to encourage treatment and services retention for high service utilizers;
- Informing community members expressing concerns about individuals with behavioral health issues;
- Coordinating with the Jefferson County Prosecutor's Office and Jefferson Associated Council to help facilitate alternatives to incarceration;
- Developing training opportunities for Sheriff's Department staff regarding de-escalation best practices.

Purpose and Population Served

The JCSO Navigator is uniquely positioned to expand and work with the PTPD Navigator to better assist individuals needing services.

The JCSO Navigator will accomplish three tasks

- 1- Assisting individuals needing services
- 2- Supporting JCSO Deputies and staff
- 3- Collaborating with the PTPD Navigator

Experiences

The following experiences come directly from the PTPD Navigator and reflect the needs of Jefferson County

- Adults aged 65 and older are a group that is generally underserved and is a broad cross section of Jefferson County's population at 37.9% of the total population. Older adults are often a complex population as many have comorbid conditions including neurocognitive at and dysfunction. Additionally, risk of suicide is higher in older adults. According to the World Health Organization, adults 7 and older have the highest rates of suicide deaths in most regions of the world. Thus approaching these cases in the field requires the ability to assess multiple domains (ie, psychological, physical, living conditions, isolation, risk of harm to self, grave disability) in a short period of time. The JCSO Navigator has responded with law enforcement to multiple calls regarding the welfare of older adults, assisting them and their families or friends to determine options to ensure their safety and welfare.
- Individuals experiencing a psychotic episode, whether substance induced or organic, are another challenging population. These individuals can become unpredictable and non-compliant, placing increased risk on the safety of the individual, law enforcement, and community members. JCSO uses the navigator to supplement its ability to respond and deescalate incidents.

Thanks for the prior WASPC MHFRT grants JCSO has had a mental health navigator since March of 2021. In that time the JCSO Navigator has made over 200 field contacts and offered services to a majority of those individuals.

The WASPC grant has shown that it reduces the demand and time required from JCSO staff to address extraordinarily complex behavioral health issues. The JCSO

Navigator is able to quickly refer individuals in need of service, minimizing the communication gap between law enforcement and social service agencies. In cases where the individual requires basic human needs, such as food or shelter, the JCSO Navigator can take the time to coordinate with agencies and other social support systems to provide these needs, which is often a time intensive task.

Below are the goals that JCSO has already achieved with their navigator program.

To what extent have your goals been accomplished?

- 1) Navigator has been embedded with JCSO at this time.**
- 2) The JCSO Navigator is/has collaborated with the PTPD Navigator several times and will continue to look for new opportunities to work together.**
- 3) The JCSO Navigator is able to triage individuals while in the field, expediting the process in which individuals can/will receive services. The JCSO Navigator is also able to take time post incident to follow up with individuals to ensure they engage with the proper services.**
- 4) The JCSO Navigator has worked with the JCSO thru presentations and in the field, using current incidents as a means to teach/train deputies about triaging, follow up and connecting individuals to the right services.**
- 5) The JCSO Navigator has been able to head off possible issues by reaching out to known mental health subjects to offer them treatment before they become issues for LE.**

Annual Statistics from July 2021 through January 2022

- 1. How many individuals were reached through your grant program?**
 - a. Total Number - 119**

- b. Male - 71
 - c. Female - 48
- 2. Incidents.
 - a. Total number - 145
 - b. Disposition.
 - i. No action possible - 49
 - ii. Verbal referral - 72
 - iii. Courtesy transport - 10
 - iv. Hospital - 14
 - v. Arrest - 6
 - vi. Administered naloxone or Narcan - 0
 - c. De-escalation Techniques.
 - i. Verbal - 27
 - ii. Handcuffs - 7
 - iii. Use of Force - 0
 - d. Incidents involved Suicide.
 - i. Total Number - 15
 - ii. # of Attempted - 6
 - iii. # of Completed - 0
 - iv. Involved weapons - 3
 - v. Involved overdose - 1
 - vi. Involved jumping - 0
 - vii. Involved hanging - 0
 - viii. Involved "Suicide by Cop" - 0
 - e. Non-suicidal incidents involving weapons - 1

Partnerships

The Sheriff's Office collaborates with a local group of Jefferson County Behavioral Health Providers that make up the Jefferson county Mental Health Field Response Team. The team consists of the following;

- Substance abuse providers
- Public health staff
- Mental health representative
- NAMI volunteer
- City Police Mental Health Navigator
- Jail Superintendent

- ER/Hospital staff,
- Salish ASO representative
- Olympic Community of Health
- Domestic Violence representative
- Public defender
- Prosecuting attorney
- Behavioral health therapeutic court representative
- Fire chief
- CHIP

The JCSO Navigator is an essential partner of the Jefferson County Mental Health Field Response Team. The JCSO Navigator is able to access resources from local agencies, partner with other programs, and broaden affiliations that exist in Jefferson County. Some of those essential agencies are;

- Olympic Peninsula Health Services for individuals needing medically assisted treatment
- Discovery Behavioral Health, ensuring wrap-around mental health services
- Olympic Community Action Programs (OLYCAP) to facilitate resources for housing, employment, food and financial assistance
- Therapeutic Courts Programs; Behavioral Health Court, Drug Court, and Family Therapeutic Court
- The Recovery Café, a drug and alcohol free space where café members recover from mental illness, homelessness, domestic violence, addiction, and trauma.

Program Structure

A licensed clinical supervisor will provide clinical supervision and program oversight. The clinical supervisor is AJ Feit whom is a certified MHP and will spend 51% of his time working with our Navigator to assist in crisis response or follow up on crisis response. JCSO Undersheriff will provide JCSO supervision to ensure the Navigator receives all necessary training and equipment to operate in the field.

Training and Expertise

The JCSO Navigator is a trained mental health professional with several years of experience working with subjects in crisis. The JCSO Navigator is able to provide additional training and insights into mitigating the risk of approaching individuals with behavioral health issues. AJ Feit is a certified MHP (see attached resume).

Funding Sources

JCSO has established a great program with the assistance of WASPC and would like to continue the program and its successes if we receive grant funding. JCSO will continue to look for new avenues of funding to establish this position as a permanent fixture of JCSO.

MHFRT grant 2022-2023

Project timeline

May 26 th 2022	grant proposal deadline
June 1 st , 2 nd or 9 th	presentation to peer review panel
July 1 st 2022	awarded new grant for 12 months
July 10 th 2022	monthly report due
August 10 th 2022	monthly report due
September 10 th 2022	monthly report due
October 10 th 2022	monthly report due
November 10 th 2022	monthly report due
December 10 th 2022	monthly report due
January 10 th 2023	semiannual report due
January 10 th 2023	monthly report due
February 10 th 2023	monthly report due
March 10 th , 2023	monthly report due
April 10 th , 2023	monthly report due
May 10 th , 2023	monthly report due
June 10 th 2023	monthly report due
June 10 th 2023	annual report due



Budget Worksheet

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any match amount in the narrative sections, if applicable.

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
Health Insurance, Employer Taxes, Life and AD&D insurance	98,572.45	0.15	10,421.80
			-
			-
			-
			-
			-
			-
			-
TOTAL Fringe Benefits			10,421.80

Fringe Benefits Narrative

Fringe benefits are 15% of wages earned, this covers health insurance, taxes and life and AD&D insurance.

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Airfare						-	
		Local Travel						-	
		Other							
		Baggage Fee						-	
		Subtotal						-	

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
								-	
		Local Travel						-	
		Other						-	
								-	
		Subtotal						-	
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
								-	
		Local Travel						-	
		Other						-	
								-	
		Subtotal						-	

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Local Travel						-	
		Other						-	
		Subtotal						-	
TOTAL Travel								-	

Travel Narrative

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
TOTAL Equipment			-

Equipment Narrative

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than \$5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			-
			-
			-
			-
			-
			-
			-
TOTAL Supplies			-

Supplies Narrative

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					-
					-
					-
					-
Subtotal Consultants					-

Consultant Fee Narrative

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Local Travel						-	
		Other						-	
		Subtotal						-	
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Local Travel						-	
		Other						-	
		Subtotal						-	
Purpose of Travel	Location	Computation							Cost

		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Local Travel						-	
		Other						-	
		Subtotal						-	
Subtotal Consultant Expenses									-
TOTAL Consultants									-

Consultant Expenses Narrative

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of \$100,000

Item	Cost
TOTAL Contracts	-

Contracts Narrative

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					-
					-
					-
					-
					-
					-
TOTAL Other Costs					-

Other Costs Narrative

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Budget Category	Amount Requested
A. Personnel	98,572.45
B. Fringe Benefits	10,421.80
C. Travel	-
D. Equipment	-
E. Supplies	-
F. Consultants/Contracts	-
G. Other	-
TOTAL PROJECT COSTS	108,994.25
Local Match (if applicable)	
TOTAL GRANT REQUEST	108,994.25

Local Match - Describe any local match provided. List source and how the funds will be used to achieve project goals.

JCSO will continue to provide a vehicle, computer and pay for cellphone for Stephen. JCSO will also supply office supplies and pay for training.