

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: David Fortino

DATE: November 18, 2024

SUBJECT: Amendment to HCA Grant Contract for the Residential Substance Abuse Treatment Program.

STATEMENT OF ISSUE:

This Amendment to the HCA grant contract for Residential Substance Abuse Treatment will allow work to continue that has helped address behavioral health and substance use disorders among the inmate population of the Jefferson County Jail.

ANALYSIS:

This contract continues the Residential Substance Abuse Treatment program at the Jefferson County Jail that provides an opportunity for incarcerated individuals in our community to engage in inpatient treatment services locally, and gain a head start on their road to recovery. Additionally, this program enhances existing Substance Use Disorder (SUD) services, such as Relapse Prevention and Substance Use Disorder Assessments, as well as Behavioral Health Services.

FISCAL IMPACT:

The HCA Grant Contract Provides \$158,100 along with \$39,525 in matching county funds.

RECOMMENDATION:

Approve Contract Amendment - Washington State Healthcare Authority – Residential Substance Abuse Treatment in Prisons and Jails and delegate the authority to sign off on behalf of the county to Chief of Corrections David Fortino.

REVIEWED BY:


Mark McCauley, County Administrator

Date



CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Washington State Healthcare Authority

Contract No: K4880-5

Contract For: Residential Substance Abuse Treatment in Prisons and Jails Term: 1

COUNTY DEPARTMENT: Jefferson County Sheriff's Office

Contact Person: David Fortino

Contact Phone: 360-344-9743

Contact email: dfortino@co.jefferson.wa.us

AMOUNT: \$158,100

Revenue: N/A

Expenditure: N/A

Matching Funds Required: \$39,525

Sources(s) of Matching Funds

Fund #: 001-180-000

Munis Org/Obj: 001-180-000

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: State Grant

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒


Signature

10/31/2024
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒


Signature

10/31/2024
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 11/15/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/8/2024.

Thank you for making the changes. State language -- cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

	INTERAGENCY AGREEMENT AMENDMENT for RESIDENTIAL SUBSTANCE ABUSE TREATMENT in PRISONS and JAILS	HCA Contract No.: K4880 Amendment No.: 5
THIS AMENDMENT TO THE INTERAGENCY AGREEMENT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME Jefferson, County of	CONTRACTOR doing business as (DBA) Jefferson County Jail	
CONTRACTOR ADDRESS 79 Elkins Road Port Hadlock, WA 98339-9700	CONTRACTOR CONTRACT MANAGER Name: David Fortino Email: dfortino@co.jefferson.wa.us	
AMENDMENT START DATE October 1, 2024	CONTRACT END DATE September 30, 2025	
Prior Maximum Contract Amount \$594,131	Amount of Increase \$158,100	Total Maximum Compensation \$752,231

WHEREAS, HCA and Contractor previously entered into Interagency Agreement K4880 for Residential Substance Abuse Treatment in prisons and jails, and;

WHEREAS, HCA and Contractor wish to amend the Interagency Agreement pursuant to Section 4.3, Amendments, to extend the term, add funding for federal fiscal year 2025, update the attachments, and to update the Statement of Work,

NOW THEREFORE, the parties agree the Interagency Agreement is amended as follows:

1. Section 3.2, Term, Subsection 3.2.1 is amended to extend the end date from September 30, 2024 to September 30, 2025.
2. Section 3.3, Compensation is amended to increase the Total Maximum Compensation by \$158,100, from \$594,131 to \$752,231. All internal references to the Total Maximum Compensation amount are updated accordingly.
3. Attachment 4, Federal Subaward Identification, K4880-05, is incorporated herein and attached hereto.
4. Attachment 7, Quarterly Report Template, is replaced in its entirety and is incorporated herein and attached hereto.
5. Attachment 8, Standards of Care for Opioid Use Disorder, is replaced in its entirety and is incorporated herein and attached hereto.
6. Attachment 9, Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance Terms, is attached hereto, and incorporated herein as an attachment to the Contract.
7. Schedule A-2, Statement of Work, October 1, 2024- September 30, 2025, is incorporated herein and attached hereto.
8. This Amendment is effective October 1, 2024 ("Effective Date").

- 9 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Interagency Agreement.
- 10 All other terms and conditions of Interagency Agreement K4880 remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by all parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DocuSigned by: <i>Andria Howerton</i>	Andria Howerton Deputy Contracts Administrator	11/7/2024

Approved as to form only:

Philip C. Hunsucker for 11/08/2024
 Philip C. Hunsucker Date
 Chief Civil Deputy Prosecuting Attorney

ATTACHMENT 4
Federal Subaward Identification
K4880-05

1.	Federal Awarding Agency	Department of Justice
2.	Federal Award Identification Number (FAIN)	15PBJA-22-GG-00502 15PBJA-23-GG-01570
3.	Federal Award Date	09-28-2019
4.	Assistance Listing Number and Title	16.593 - Residential Substance Abuse Treatment for State Prisoners
5.	Is the Award for Research and Development?	☐ Yes ☒ No
6.	Contact Information for HCA's Awarding Official	Leah Coberly, Deputy Division Director WA State Health Care Authority Division of Behavioral Health and Recovery leah.coberly@hca.wa.gov
7.	Subrecipient name (as it appears in SAM.gov)	Jefferson, County of
8.	Subrecipient's Unique Entity Identifier (UEI)	LP11B7JKFN38
9.	Subaward Project Description	Residential Substance Abuse Treatment (RSAT) for State Prisoners Program
10.	Primary Place of Performance	98339-9700
11.	Subaward Period of Performance	10/1/2024-9/30/2025
12.	Amount of Federal Funds Obligated by this Action	\$158,100
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$158,100
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	10%

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

☐ YES ☐ NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ YES ☐ NO

ATTACHMENT 7 Quarterly Report Template

1. Does your RSAT Program use evidence-based treatment services?
 - A. Yes/No
 - B. If yes, please describe the evidence-based treatment services

2. Please enter the number of **treatment staff** who work directly with participants in the Residential Substance Abuse Treatment (RSAT) program since the beginning of grant funding. *When answering 'A', please count all treatment staff regardless of funding source. Staff would be all treatment employees, including but not limited to program managers, case managers, and clinicians. Do NOT count the number of mentors, volunteers, or interns.*
 - A. Number of treatment staff _____
 - B. Of those reported in 'A', how many are paid for at least partially using BJA program funds, including matching funds? _____

3. Please enter the amount of funds from all sources (in dollars) spent in your RSAT program during the reporting period for the following areas:

Funds Spent during Quarter	BJA Funds	Non-BJA Funds (All Other Sources)
Personnel		
Fringe benefits		
Supplies/Equipment		
Contract/consultant fees		
Construction		
Indirect costs		
Other		

JAIL/PRISON-BASED PROGRAMS

4. During the reporting period, using BJA program funds including matching funds, did you pay for training for treatment staff to be cross trained in the jail/prison-based portion of the RSAT program?
 - A. Yes/No *(If No, go to Question 8)*

5. Please enter the number of **treatment staff** members who were cross trained in the jail/prison-based portion of the RSAT program since the beginning of the program. *This information should be based on the number of treatment staff who received training in the implementation of assessment instruments, motivational interviewing (MI) techniques, accountability training, or addiction-related trainings, as well as the number of treatment staff who received officer training and other security training sessions.*
 - A. Number of treatment staff cross trained _____

6. During the reporting period, using BJA program funds including matching funds, did you pay for training for **custody staff** to be cross trained in the jail/prison-based portion of the RSAT program?

A. Yes/No (If No, go to Question 8)

7. Please enter the number of **custody staff** members who were cross trained in the jail/prison-based portion of the RSAT program since the beginning of the program. *This information should be based on the number of uniformed officers who received training in the implementation of assessment instruments, MI techniques, accountability training, or addiction-related trainings, as well as the number of treatment staff who received officer training and other security training sessions.*

A. Number of custody staff cross trained _____

The following questions pertain to individuals who are receiving services in your RSAT program. The following sections include the following: Risk Assessment and Treatment Planning, Number of Participants Receiving Services, Services Provided, Program Completion, Alcohol and Substance Involvement, and Court and Criminal Involvement. For these questions, please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your total annual budget for the RSAT program. For example, if the BJA RSAT grant (plus matching funds) accounts for 65 percent of the total annual budget, then please report on 65 percent of the program participants. When applying the percentage, please round to the nearest whole number. Similarly, if BJA RSAT funds (plus matching funds) are paying for a specific number of beds/treatment spaces within your facility, please report on those individuals who are occupying those beds/treatment spaces.

Number of Participants Receiving Services

8. Of those who entered the jail/prison-based portion of the RSAT program, please enter the number of jail/prison/juvenile-based participants for the following measures.

Measure	Cumulative Total
Total number of jail/prison-based participants enrolled as of the last day of the reporting period	
Number of NEW jail/prison-based participants admitted during the reporting period	

Risk Assessment and Treatment Planning

9. Of those who entered the jail/prison-based portion of the RSAT program, please enter the number of jail/prison/juvenile-based participants for the following measures. *Please only include those individuals who have been admitted to the RSAT program.*

Measure	Cumulative Total
Number of jail/prison-based participants administered a risk and needs assessment	
Number of jail/prison-based participants with high criminogenic risks/needs	
Number of jail/prison-based participants with an individualized treatment plan. <i>Number should not exceed the number of new participants indicated in question 10</i>	

10. Are risk assessment screening tool results used in determining who is admitted as a participant into the RSAT Program? A risk and needs assessment is an instrument to help identify factors that may lead a participant to reoffend and services needed services to minimize those risks. The risk and needs assessment does not need to have been completed during the reporting period and could be completed by an outside entity.

A. Yes/No

11. Please name the risk assessment instrument(s) that is used to assess risk/need.

Services Provided

12. Please enter the number of jail/prison-based participants who were provided services during the reporting period with BJA program funds, including matching funds, through the following treatment components:

- A. Substance abuse and treatment services _____
- B. Cognitive and behavioral services (cognitive behavioral services include interventions that address criminal thinking and antisocial behavior) _____
- C. Employment services _____
- _____ D. Housing services _____
- _____ E. Mental health services _____
- F. Other services _____
- G. Please explain other services _____

13. Please enter the number of jail/prison-based participants who were provided with **transitional planning services with BJA program funds, including matching funds, since the beginning of grant funding.** *To provide transitional planning services, the RSAT program must work with clients to develop individualized post-release plans that address each client's needs in terms of housing, employment/financial support, and ongoing therapeutic needs. These include enrollment in Medicaid or subsidized insurance programs, where available. They also include prerelease engagement with the community correctional agency that will be providing post-release supervision of the client, where relevant. **Note: Blanket referrals to community self-help programs do not constitute "transitional planning services."***
- _____

Medication Assisted Treatment

The following questions ask about any Medication Assisted Treatment (MAT) participants may be receiving within your program during the reporting period. BJA supports the right of individuals to have access to appropriate MAT under the care and prescription of a physician. BJA recognizes that not all communities may have access to MAT due to lack of physicians who are able to prescribe and oversee clients using anti-alcohol and opioid medications.

14. If your treatment program includes MAT, which of the following medications are you utilizing? *Select all that apply.*
- A. ☐ We do not provide MAT *(Skip next question)*
 - B. ☐ We do not have access to MAT *(Skip next question)*
 - C. ☐ Naltrexone (Vivitrol®, Depot naltrexone)
 - D. ☐ Buprenorphine or Buprenorphine/Naloxone (Bup/NX) (Suboxone®.)
 - E. ☐ Methadone
15. Of the total participants enrolled in your program, how many were deemed eligible for MAT and of those eligible, how many received MAT during the reporting period?
- A. Individuals eligible for MAT _____
 - B. Individuals receiving at least one treatment _____

Program Completion

16. Please enter the number of participants who **successfully completed** all requirements of the jail/prison-based portion of your RSAT program during the reporting period. *The number entered should represent only those participants who successfully completed all the requirements of the RSAT program during the reporting period.*
- A. Number of jail/prison-based successful completers _____

17. Of those jail/prison-based participants who **successfully completed** all program requirements, please enter the number who were **released to the community** during the reporting period.
- A. Number of jail/prison-based successful completers released to the community _____
- B. Of those reported in 'A', how many individuals were released under correctional supervision. _____
- C. Of the number of successful completers released to the community, how many individuals were referred to an aftercare program. *Aftercare programs are defined in 42 U.S.C. 3796ff-1(c)* _____
18. Of those jail/prison-based program completers released to the community, please enter the number with a **continuity of care arrangement or reentry or transitional plan**. *The number should be based on the number of participants with active treatment plans that continue in the community and on participants who receive referrals for services after their release into the community.*
- A. Number of jail/prison-based successful completers with confirmed continuity of care arrangements _____
19. Please enter the number of individuals who **did not complete and are no longer participants** in the jail/prison-based portion of the RSAT program during the reporting period. *Former participants should not fit in more than one category, so please choose the option that best represents why these individuals did not complete the program.*

Jail/Prison-based Incompletes	
Measure	Number
A Number of participants no longer in the program due to termination for a new charge	
B Number of participants no longer in the program due to release or transfer to another correctional facility	
C Number of participants no longer in the program due to death or serious illness	
D Number of participants no longer in the program due to voluntary drop out	
E Number of participants no longer in the program due to failure to meet program requirements	
F Number of participants no longer in the program due to violation of institutional rules	
G Number of participants who did not complete the program for other reasons (Please specify)	
Please specify:	

20. Of those jail/prison-based participants who left the RSAT program successfully, please enter the number who completed the program during the following timeframes:
- A. 0-3 months ____
 - B. 4-6 months ____
 - C. 7-9 months ____
 - D. 10 months or more ____
21. Of those jail/prison-based participants who left the RSAT program **unsuccessfully or did not complete the program**, please enter the number who left the program during the following timeframes:
- A. 0-3 months ____
 - B. 4-6 months ____
 - C. 7-9 months ____
 - D. 10 months or more ____

Alcohol and Substance Involvement

1. Please enter the number of **jail/prison-based** participants who were administered an alcohol/drug test (e.g., urinalysis test) **before** admission into your RSAT program. As a requirement, grantees must agree to implement or continue to require urinalysis or other proven reliable forms of testing, including both periodic and random testing (1) of an individual before the individual enters an RSAT program and during the period in which the individual participates in the treatment program; and (2) of an individual released from an RSAT program if the individual remains in the custody of the state.
- A. Number of jail/prison-based participants tested before admission _____
2. Of those enrolled in the **jail/prison-based** portion of the RSAT program, please enter the total number of participants tested for alcohol or illegal substances during the reporting period. *This should represent the total number of RSAT participants who were given drug tests. The number entered should be an unduplicated count only of participants who were tested for alcohol or illegal substances, and it should be equal to or greater than the number of participants who tested positive. If not, please check for data entry error.*
- A. Total number of jail/prison-based participants tested for alcohol or illegal substances _____

3. Of those enrolled in the **jail/prison-based** portion of the RSAT program, please enter the number of participants who tested positive for the presence of alcohol or illegal substances during the reporting period. *The number entered should be an unduplicated count only of participants who tested positive for alcohol or illegal substances, and it should be equal to or less than the total number of participants tested. If not, please check for data entry error. Alcohol and substance use information should be based on documented tests rather than self-reported information from program participants. Include all participants who received services during the reporting period, regardless of whether they successfully completed the RSAT program, left without completing it, or are currently enrolled.*

A. Number of jail/prison-based participants who tested positive for alcohol or illegal substances ____

4. During the reporting period, please enter the number of participants who were administered an alcohol/drug test (e.g., urinalysis test) within 30 days after **successfully completing** your residential drug treatment program and are still under supervision of the program.

A. Number of jail/prison-based participants tested after program completion _____

B. Of that number, how many tested positive for alcohol or illegal substances after program completion ____

COURT AND CRIMINAL INVOLVEMENT: JAIL/PRISON BASED

The next set of questions is about court and criminal involvement for offenders who have ever participated in the RSAT jail/prison-based program. This section is to be completed at the close of the grant.

5. Since the **start** of the **BJA RSAT award**, how many jail/prison-based participants:
 - A. Are still participating in the jail/prison-based RSAT program? _____
 - B. Have successfully completed the jail/prison-based RSAT program and released into the community? _____
 - C. Did not complete the jail/prison-based RSAT program and released into the community? _____
 - D. Were released into a **mandated** aftercare program. *Aftercare programs are defined in 42 U.S.C. 3796ff-1(c)* _____
6. Since the start of the RSAT BJA award, enter the total number of jail/prison-based participants released into the community who successfully completed and unsuccessfully exited and were reincarcerated:

Court and Criminal Involvement Since the Start of the BJA Award for Individuals Who Received Aftercare Services

Measure	Reincarcerated based on a New Criminal Charge	Reincarcerated based on a Revocation for a Technical Violation
A. Participants released into the community (excluding mandated aftercare programs) who successfully completed the jail/prison based program		
B. Participants released into the community (excluding mandated aftercare programs) who participated but unsuccessfully exited the program		

SEMIANNUAL NARRATIVE QUESTIONS

Please answer the following questions every semiannual reporting period (**January and July of each year**), based on your grant-funded activities.

1. What were your accomplishments during reporting period?

Washington State
Health Care Authority

Substance Abuse Treatment Services
HCA Contract No. K4880-05

2. What goals were accomplished, as they relate to your grant application?

3. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?

4. Is there any assistance that BJA can provide to address any problems/barriers identified in question #3? (Please answer Yes or No. If No, please explain)

A. Yes/No

B. If Yes, please explain _____

5. Are you on track to fiscally and programmatically complete your program as outlined in your grant application? (Please answer Yes or No. If No, please explain.)

A. Yes/No

B. If No, please explain _____

6. What major activities are planned for the next 6 months?

7. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA?

ATTACHMENT 8

Standards of Care for Opioid Use Disorder

Purpose.

To provide evidence-based substance use treatment to participants in the RSAT program both in custody and in the community who are identified with a substance use disorder. Standard of care for participants with opioid use disorder (OUD) and alcohol use disorder (AUD) must include a full medications for opioid use disorder (MOUD) and medications for alcohol use disorder (MAUD) program with the following elements: an OUD/AUD screening, discussion of MOUD/MAUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal or continuation of MOUD/MAUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD/MAUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

Health Equity - This project also intends to address inequities in SUD treatment and recovery services by providing medically necessary treatment for SUD to incarcerated individuals. The RSAT program should understand cultural barriers and provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the RSAT programs. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

The Contractor shall ensure funds are responsibly used towards the jail or prison based RSAT Program and provide the standard of care core components which include:

1.1 General Standards.

1.1.1. *2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder;*

1.1.2. *Guidelines for Managing Substance Withdrawal in Jails;*

1.1.3. For AI/AN program participant receiving MOUD/MAUD Services, the Contractor's Tribal Liaison, or designee, shall coordinate with the program participant's Indian Health Care Provider (IHCP) to ensure the IHCP can participate in treatment and discharge planning, including continuity of care in the nearest IHCP clinically appropriate setting for all AI/AN program participant.

2.2. Intake.

2.2.1. Continue MOUD and MAUD for individuals who are already taking these medications upon entering the facility.

2.2.2. Continue the individual on the same medication at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the individual's medical record) with the exceptions listed below:

2.2.2.1. Injectable long-acting naltrexone may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.

2.2.2.2. Injectable long-acting buprenorphine may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.

2.2.2.3. Oral buprenorphine may be converted among the three formulations (film, tablet with naloxone, tablet without naloxone).

2.2.2.4. If the individual is not pregnant, methadone may be transitioned to buprenorphine if the jail is not a licensed Opioid Treatment Program (OTP) and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.

2.2.2.5. Though MOUD/MAUD may not be discontinued on a policy or administrative basis because of the presence of other illicit or controlled substances, administration of the community-based MOUD or MAUD may be adjusted if clinically necessary due to pharmacologic risks of drug-drug interaction.

2.2.3. Screen all newly admitted individuals for risk of acute withdrawal from opioids and alcohol upon intake.

2.2.4. Screen for OUD and AUD without physical dependence (i.e. without a risk of acute withdrawal) after intake, as long as the delay does not impair the ability to begin treatment prior to release.

2.2.5. Offer initiation of MOUD treatment to individuals who are physically dependent on opioids.

2.2.6. Educate individuals on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release.

2.2.7. Make available and offer treatment using some formulation of methadone, buprenorphine, and naltrexone based on a mutually agreed-upon plan between the prescriber and the individual, with the following exceptions or caveats:

2.2.7.1. The jail may decline to offer methadone if the jail is not a licensed OTP, and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.

2.2.7.2. If there is no available buprenorphine provider in the community to which the individual will release, the Jail must still offer buprenorphine (tapered over several days) if opioid withdrawal is clinically indicated.

2.2.7.3. If withdrawal is not clinically indicated and the only reason for considering discontinuation of buprenorphine is the lack of an available buprenorphine provider in the community to which the individual will release, a decision whether or not – or when – to discontinue buprenorphine prior to release should be made based on a plan mutually agreed - upon between the individual and the prescriber based on the length of time the individual is expected to remain in the jail, the risks of opioid misuse or overdose during the incarceration, and the individual's willingness to receive a dose of an extended release injectable buprenorphine just prior to release that will provide the individual a safe tapered withdrawal in the community if no provider is available.

2.2.7.4. Provide naltrexone in oral formulation while the individual is incarcerated. Offer injectable long-acting naltrexone or buprenorphine as an option prior to release.

2.2.7.5. Offer oral buprenorphine without naloxone while the individual is incarcerated but must discharge the individual on a formulation of buprenorphine with naloxone unless there is a clinical reason not to do so (e.g., the individual is discharged on injectable buprenorphine, the individual is allergic to naloxone).

2.2.8. Contractor shall not facilitate forced opioid withdrawal (including withdrawal using a tapering dose of buprenorphine or methadone) unless the individual provides an informed refusal of treatment or the individual elects MOUD treatment with naltrexone, in which case withdrawal is clinically required.

2.2.8.1. In such case, Contractor may use other medications (clonidine, anti-emetics, anti-diarrheals, analgesics) in place of buprenorphine or methadone if the individual so chooses or as adjuncts to these medications, but they may not be the only withdrawal treatment available.

2.2.8.2. Initiation of buprenorphine or methadone, whether for induction of treatment or for withdrawal, may not be delayed for administrative reasons, e.g., unavailability of a prescriber, beyond when they are clinically indicated to be started.

2.2.9. Offer treatment for withdrawal with benzodiazepines to individuals entering the facility who are physically dependent on alcohol, if clinically appropriate.

2.2.10. Provide immediate evaluation to individuals at risk for, or in, opioid or alcohol withdrawal who refuse treatment by a medical or mental health prescriber or a licensed mental health professional at the masters' level or higher, to determine if they have decision-making capacity. If they do not, they must be transported to a community hospital and may not return to the jail until they are clinically safe to return to the jails AND have regained decision-making capacity.

2.3. During Incarceration.

2.3.1. Offer initiation of MOUD/MAUD to individuals with OUD/AUD not already identified and/or offered treatment at intake (e.g., individuals with OUD but without physical dependence; individuals with AUD who underwent withdrawal).

2.3.2. Educate individuals on treatment choices and the process for continuation of access to MOUD/MAUD, during incarceration, and upon release.

2.3.3. Administer methadone and buprenorphine daily or more frequently.

2.3.4. Contractor will not use alternate-day ("Balloon") dosing of buprenorphine.

2.3.5. Offer counseling to individuals for their OUD and/or AUD disorder who are expected to remain in jail for longer than one month.

2.3.6. Provide MOUD/MAUD not contingent on the individual's willingness to participate in counseling.

2.4. Release.

The Jail must accomplish the following prior to release: 3.4.1. Complete release planning and reentry coordination as soon as possible after admission to ensure an effective plan is in place prior to release or in the event of an unexpected release of an individual who needs continued treatment and services.

2.4.2. Provide at least two (2) doses of naloxone (e.g., Narcan®) or nalmefene (Opvee®) and training on how to administer the medications to all individuals with OUD.

2.4.3. Schedule the first community appointment with a treatment facility for continuation of MOUD or MAUD.

2.4.5. Provide-in hand, upon release, and at no cost to the individual-sufficient doses of MOUD and/or MAUD to bridge individual until scheduled MOUD/MAUD follow-up appointment at community treatment facility (does not apply to individuals treated with injectable MOUD/MAUD).

2.4.5.1. Inform individuals who are at risk of being released directly from court, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home.

2.4.5.2. In situations where an appointment cannot be made, e.g., after-hours bail-out, give the individual enough medication to last until the next available appointment at the community treatment facility. If the appointment date is unknown, give individual a minimum of a30-day supply.

2.4.5.3. In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail:

2.4.5.3.1. Inform the individual that they may either return to the jail in the morning to receive bridge medications; or

2.4.5.3.2. If no medical staff are present the following day, call in a prescription for the same bridging medication to a local pharmacy, at no cost to the individual.

2.4.6. Assist Medicaid-eligible individuals to sign-up with Medicaid or assist individuals whose Medicaid coverage has been terminated to reestablish coverage.

2.4.7. For any individual with Medicaid coverage, work cooperatively with the individual's Managed Care Organizations (MCO) to facilitate re-entry, including but not limited to allowing the MCO's agent timely access to the facility and the individual.

ATTACHMENT 9

Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance Terms

As identified in the Federal Subaward Identification attachment/s, this Contract includes funds HCA received through a grant from the Department of Justice (DOJ). HCA and the Contractor intend that this Contract conforms with the requirements of the DOJ grant (award). Contractor agrees to comply with the following pass-through terms, in addition to the terms and conditions of the Contract, for contract activities funded by the DOJ grant.

Failure to comply with one or more grant requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in HCA taking appropriate action with respect to the Contractor and the Contract. Among other things, HCA may withhold funds, disallow costs, or suspend or terminate the Contract. HCA may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to HCA or the federal government related to this Contract (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 34 U.S.C. 10271-10273), 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).

If any provision of a requirement of the DOJ grant is held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction 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 Contract.

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

The conditions of the grant/s identified in the Contract FSI/s are material requirements of the Contract. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of this Contract.

2. Limited Exceptions

In certain special circumstances, the U.S. Department of Justice (DOJ) may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs (OJP) webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award received by HCA and passed to the Contractor.

3. 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 Contract.

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>.

4. Record retention and access

Records pertinent to the Contract that the Contractor must retain -- and to which the Contractor must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

5. Compliance with DOJ Grants Financial Guide

Contractor agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "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.

6. Requirement to report potentially duplicative funding

If the Contractor currently has other active awards or subawards of federal funds, or if the Contractor receives any other award of federal funds during the period of performance for this Contract, the Contractor 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 Contract. If so, the Contractor must promptly notify the HCA Contract Manager in writing of the potential duplication. HCA may require a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Employment eligibility verification for hiring under the Contract

a. The Contractor and any subrecipient at any tier must—

- i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Contract funds, the Contractor (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
- ii. Notify all persons associated with the Contractor (or any subrecipient) who are or will be involved in activities under this Contract of both--

1. this requirement for verification of employment eligibility, and

2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - iv. As part of the recordkeeping for the Contract (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- b. Monitoring

Contractor will cooperate with HCA's monitoring responsibilities of Contractor's compliance with this condition.
- c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Contract funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
- d. Rules of construction
 - i. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Contract" specifically includes (without limitation) any and all Contractor (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Contract funds.
 - ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Contractor (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Contractor (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Contract funds.
 - iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam,

the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

- e. Nothing in this condition shall be understood to authorize or require the Contractor, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- f. Nothing in this condition shall be understood to relieve the Contractor, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Contractor (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to HCA as identified in the Contract no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

Contractor will notify the HCA Contract Manager of any procurement contract funded by this Contract that may exceed \$250,000. The Contractor, 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, \$250,000). 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 \$250,000)) and are incorporated by reference here.

10. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this Contract, whether by the Contractor or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition,

the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- the Contractor (or subrecipient, at any tier) may not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by US DOJ.

- b. Monitoring

Contractor will cooperate with HCA to fulfill HCA's responsibility to monitor Contractor's compliance with this condition.

- c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Contract funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

- d. Rules of construction

- i. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- ii. Nothing in this condition shall be understood to authorize or require the Contractor, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including

reporting requirements and HCA's authority to terminate award)

The Contractor, 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 Contractor, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Contractor or of any subrecipient.

The details of the Contractor'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>

Prohibited conduct by Contractor and subrecipients related to trafficking in persons (including reporting requirements and HCA's authority to terminate award)) and are incorporated by reference here.

12. Determination of suitability to interact with participating minors

This condition applies to this Contract if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the Contract (whether by the Contractor, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The Contractor, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

The Contractor, 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 Contract appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness

The Contractor must collect and maintain data that measure the performance and effectiveness of work as identified in this Contract. The data must be provided to HCA in the manner (including within the timeframes) specified by HCA in this Contract, the 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.

15. OJP Training Guiding Principles

Any training or training materials that the Contractor -- 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/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

16. Effect of failure to address audit issues

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

17. Potential imposition of additional requirements

The Contractor agrees to comply with any additional requirements that may be imposed by HCA during the period of performance for this Contract, if the Contractor is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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

The Contractor, 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.

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

The Contractor, 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."

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

The Contractor, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, 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, currently, also sets out rules and requirements that pertain to the Contractor 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 28 C.F.R. Part 38 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.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Contractor, 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 Contractor, 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.

22. Compliance with general appropriations-law restrictions on the use of federal funds

The Contractor, 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 that may be set out in applicable appropriations acts are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Contractor (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Contractor is to ask the HCA Contract Manager for guidance and may not proceed without the express prior written approval of the HCA Contract Manager.

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

The Contractor, and any subrecipients ("subgrantees") at any tier, must promptly refer to HCA as required by the Contract, and 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 Contract should be reported to HCA as required by the Contract and the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select

"Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

Neither the Contractor nor a subrecipient ("subgrantee") under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, 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 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.

a. In accepting this Contract, the Contractor—

- i. 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
- ii. 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 Contract funds, will provide prompt written notification to the HCA Contract Manager, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by them.

b. If the Contractor does or is authorized under this Contract to make subawards ("subgrants"), procurement contracts, or both-- it represents that--

- i. it has determined that no other entity that may or will receive Contract 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
- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to

support this representation; and

- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this Contract 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 Contract funds to or by that entity, will provide prompt written notification to the HCA Contract Manager, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by them.

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

The Contractor (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 Contractor 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.

26. 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.

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

If the Contractor is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the period of performance the Contract, the Contractor must disclose that fact and certain related information in writing to the HCA Contract Manager. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Contractor's past performance, or other programmatic or financial concerns with the Contractor.

The Contractor's disclosure must include the following:

- a. The federal awarding agency that currently designates the Contractor high risk.
- b. The date the Contractor was designated high risk.

- c. The high-risk point of contact at that federal awarding agency (name, phone number, and email address).
 - d. The reasons for the high-risk status, as set out by the federal awarding agency.
- 28. The Contractor agrees that federal funds under this Contract will be used to supplement but not supplant state or local government funds.
- 29. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially where there is opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program).
- 30. The Contractor agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.
- 31. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 32. The Contractor agrees that Contract funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of Contract funds.
- 33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Cash compensation

With respect to this Contract, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor 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. (Contractor 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 Contract may be waived on an individual basis at the discretion of the HCA Contract Manager.

35. The Contractor agrees to submit to the HCA Contract Manager 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 Contract at least sixty (60) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements:

"This project was supported by Grant No(s). 15PBJA-22-GG-00502 & 15PBJA-23-GG-01570 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.

36. Justification of consultant rate

A detailed justification must be submitted to and approved by the HCA Contract Manager prior to obligation or expenditure of any consultant rate in excess of \$650 per day.

37. Contractor understands and agrees that it must cooperate with HCA to allow HCA to submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>).

For more detailed information on reporting and other requirements, refer to BJA's website. Failure to cooperate with HCA to submit required reports by established deadlines may result in the freezing of Contract funds and a High-Risk designation by HCA.

38. Contractor understands and agrees that, to the extent that substance abuse treatment and related services are funded by this Contract, they will include needed treatment and services to address opioid abuse reduction.

39. Categorical exclusion for Residential Substance Abuse Treatment (RSAT) Programs

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

- a. New construction.
- b. 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.

- c. A renovation that will change the basic prior use of a facility or significantly change its size.
- d. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- e. Implementation of a program involving the use of chemicals.

SCHEDULE A-2
Statement of Work
October 1, 2024 - September 30, 2025

1. Work Requirements

- a. Engage incarcerated individuals in the RSAT program, both in-custody and in the community.
 1. Focus on incarcerated individual's substance use disorder and mental health diagnosis and other behavioral health-related needs.
 2. Use a standardized, risks and needs screening instrument to help determine program eligibility.
 3. Determine necessary services in accordance with an American Society of Addiction Medicine (ASAM) assessment.
 4. Develop the RSAT offender's cognitive, behavioral, social, vocational, and other skills to solve the substance abuse and related problems.
 5. Provide staff of a chemical dependency treatment staff certified by the State of Washington per Washington Administrative Code (WAC) 388-805.
 - i. Contractors can subcontract with a known and credible behavioral health treatment agency to best coordinate the identification of, and treatment for, individuals who are currently in custody and in need of behavioral health treatment.
 - ii. Contractors can hire their own behavioral health staff, who hold and maintain a Substance Use Disorder Professional license in the State of Washington, or holds and maintain a Substance Use Disorder Professional Trainee license AND have an approved Substance Use Disorder Professional Supervisor, fully licensed in the state of Washington, on staff in the facility. (Please see Title 18 RCW for further details in licensure requirements).
 6. Provide evidence-based substance use treatment, including medications to treat opioid use disorder and withdrawal management, in accordance with Attachment 8, Standard of Care for Opioid Use Disorder.
 7. Develop individualized treatment plans that are periodically update with progress and amended accordingly.
 - i. Provide Medications for treatment of Opioid Use Disorder (MOUD).

- ii. Provide a designated housing space, separate from the general population, for RSAT participants.
- iii. Require random urinalysis and/or other proven reliable forms of drug and alcohol testing for the RSAT participants throughout the duration RSAT program.
- iv. Assess for aftercare needs and schedule follow-up appointments with community agencies prior to individual's departure.
- v. Prepare inmates for successful community reintegration, including scheduled and confirmed post-release appointments for after care treatment and services.
- vi. Ensure each RSAT offender is enrolled in aftercare services upon their release from jail with an outpatient community substance abuse treatment facility certified by the State of Washington per Washington Administrative Code (WAC) 388-805.
- vii. Track the re-offense records of RSAT graduates for one (1) year.

2. Reporting Requirements

- a. **Program Plan Report**. Contractor will provide report to HCA Contract Manager for approval. Report will include, but not limited to, the following:
 - 1. Current staffing/hiring;
 - 2. Purchase of program supplies;
 - 3. Status of subcontracts or Memorandums of Understanding (MOU);
 - 4. Other components, as approved by HCA Contract Manager.
- b. **Quarterly Reports**.
 - 1. HCA Contract Manager will provide Contractor with report template within 10 days of contract execution.
 - 2. Contractor will use template to complete reports and provide to HCA Contract Manager for approval.
 - 3. Contractor will comply with the following DOJ/BJA reporting requirements in collaboration with the HCA DBHR.
 - i. No personal identifiable information;
 - ii. Numbers served/completing the program are required;

- iii. Recidivism data, to include probation violation and new arrest convictions;
 - iv. HCA will report this information to the DOJ/BJA as part of the reporting requirements of the grant.
- c. **Report Components.** The following is a list of required report components, in accordance with the federal Bureau of Justice Assistance (BJA) all of which are elaborated on in Attachment 7, Quarterly Report Template.
- 1. Average treatment cost per individual who receives program services.
 - 2. Average length of stay in the program for incarcerated individuals completing the program.
 - 3. Number of participants carried over from the previous reporting period and number of new participants.
 - 4. The number of participants who successfully completed the program and number of participants who were terminated or dropped out.
 - 5. The number of new treatment beds and the percentage of them funded with DOJ grant.
 - 6. The number of days of residential treatment provided.
 - 7. The number of participants completing the program who passed drug-testing.
 - 8. The number of participants who were screened or enrolled in Medicaid.
 - 9. Criminal recidivism of participants who successfully completed the program.
 - 10. Criminal recidivism of participants who were unsuccessfully discharged from the program.
- d. **Narrative.** Narrative program analysis/evaluation reports responding to the following questions:
- 1. What were your accomplishments during this reporting period?
 - 2. What goals were accomplished as they relate to your grant application?
 - 3. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?
 - 4. Is there any assistance that BJA can provide to address any problems/barriers identified in question #3?

- 5. Are you on track to fiscally and programmatically complete your program as outlined in your grant application? (Please answer YES or NO and if no, please explain.)
- 6. What major activities are planned for the next 6 months?
- 7. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA?

3. Deliverables Table

- 1. Deliverables applicable for the period of October 1, 2024 to September 30, 2025.

#	Description	Date Range	Due Date	Rate	Max Payment
1	Program Plan Report	Applies to Quarters 1-4	10 days after contract execution	\$27,831 x 1 report	\$27,831
2	Quarterly Reports	Q1: 10/1/2024- 12/31/2024 Q2: 1/1/2025-3/31/2025 Q3: 4/1/2025-6/30/2025 Q4: 7/1/2025-9/30/2025	15 th business day of each month following the end of each quarter	\$32,667.25 per report x 4 reports	\$130,669
Maximum Compensation for HCA Contract K4880-05					\$158,100