

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: David Fortino

DATE: July, 24 2023

SUBJECT: Contract Amendment – Washington State Healthcare Authority – Residential Substance Abuse Treatment in Prisons and Jails

STATEMENT OF ISSUE:

Modifies deliverable table, allows for a summary report at the end of the contract period.

ANALYSIS:

This amendment removes the Program Plan Report (deliverable #1) and adds a Program Summary Report (deliverable #5)

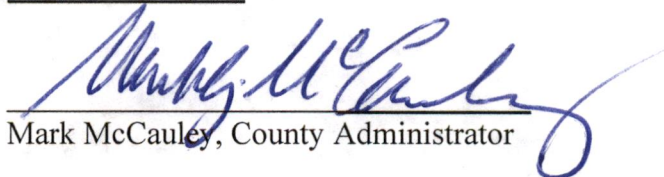
FISCAL IMPACT:

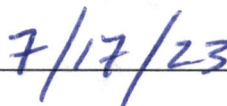
Difference in funding is a reduction of \$4,337.50 over the life of the contract.

RECOMMENDATION:

Approve Contract Amendment – Washington State Healthcare Authority – Residential Substance Abuse Treatment in Prisons and Jails

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Washington State Health Care Authority
(Name of Contractor/Consultant)

K4880 Amendment No. 3

Contract No.

COUNTY DEPARTMENT:

Contact Person: David Fortino
Contact Phone: 360-344-9743
Contact email: dfortino@co.jefferson.wa.us

AMOUNT: \$146,731.00

Revenue: \$146,731.00

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

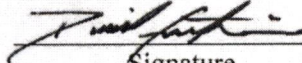
PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

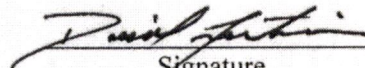

Signature

7/5/2023

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

7/5/2023

Date

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

Electronically approved by Risk Management on 7/12/2023.
Amendment to a state agreement. Cannot change.

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

Electronically approved as to form by PAO on 7/12/2023.
Next time, please add a PAO signature line per county policy. PAO usually denies these for that reason because it doesn't have the resource to put signature blocks on all submitted contracts.

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

	CONTRACT AMENDMENT for Residential Substance Abuse Treatment in Prisons and Jails	HCA Contract No.: K4880 Amendment No.: 3
THIS AMENDMENT TO THE CONTRACT 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, 2022	CONTRACT END DATE September 30, 2023	

WHEREAS, HCA and Contractor previously entered into a Contract for Residential Substance Abuse Treatment in Prisons and Jails, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3, *Amendments* to amend the Statement of Work;

NOW THEREFORE, the parties agree the Contract is amended as follows:

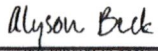
1. Schedule A, Statement of Work, Section 3, Reporting Requirements, Subsection 3.1 is hereby amended in its entirety as follows:
 - 3.1. **Program Summary Report.** Contractor will provide report to HCA Contract Manager for approval. Report will include, but not limited to, the following:
 - 3.1.1. Summary of total number of participants served including participants who successfully completed the program and participants who were terminated or dropped out;
 - 3.1.2. total number of new treatment beds funded with DOJ grant;
 - 3.1.3. total number of days of residential treatment provided;
 - 3.1.4. total number of participants who successfully completed the program and who passed drug-testing;
 - 3.1.5. total number of participants who were screened or enrolled in Medicaid;
 - 3.1.6. total number of criminal recidivism of participants who successfully completed the program & who were unsuccessfully discharged from the program;
 - 3.1.7. describe the accomplishments of your project;
 - 3.1.8. describe the project's barriers or challenges; and
 - 3.1.9. describe the future of your RSAT Project.

2. Schedule A, Statement of Work, Section 4, Deliverables, Subsection (a) Jefferson County, is amended in its entirety as follows:

#	Description	Date Range	Due Date	Max Payment
1	Q1: Quarterly Report	10/1/2022-12/31/2022	5 th business day of each month following the end of each quarter.	\$21,337.50
2	Q2: Quarterly Report	1/1/2023-3/31/2023		\$35,000.00
3	Q3: Quarterly Report	4/1/2023-6/30/2023		\$35,000.00
4	Q4: Quarterly Report	7/1/2023-9/30/2023		\$35,000.00
5	Program Summary Report	10/1/2022-9/30/2023	10/5/2023	\$20,393.50
Total Maximum Compensation				\$146,731.00

3. This Amendment will be effective October 1, 2022 ("Effective Date").
4. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
5. All other terms and conditions of the Contract 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 both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Alyson Beck Contracts Administrator	DATE SIGNED 7/5/2023

Approved as to form only:



July 12, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

original Agreement

	RESIDENTIAL SUBSTANCE ABUSE TREATMENT CONTRACT		HCA Contract Number: K4880	
			Resulting from Solicitation Number (If applicable): NA	
			Contractor/Vendor Contract Number:	

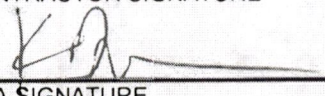
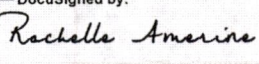
THIS CONTRACT is made by and between Washington State Health Care Authority, (HCA) and Jefferson County Jail, (Contractor).

CONTRACTOR NAME Jefferson County Jail		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS Street 79 Elkins Road	City Port Hadlock	State WA	Zip Code 98339	
CONTRACTOR CONTACT David Fortino	CONTRACTOR TELEPHONE (360) 385-3856	CONTRACTOR E-MAIL ADDRESS dfortino@co.jefferson.wa.us		
Is Contractor a Subrecipient under this Contract? ☒ YES ☐ NO		CFDA NUMBER(S): 16.593	FFATA Form Required ☒ YES ☐ NO	

HCA PROGRAM Department of Behavioral Health and Recoery	HCA DIVISION/SECTION
HCA CONTACT NAME AND TITLE Michele Gayle, Medical Program Specialist 3	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-5935	HCA CONTACT E-MAIL ADDRESS michele.gayle@hca.wa.gov

CONTRACT START DATE Date of Execution	CONTRACT END DATE September 30, 2021	TOTAL MAXIMUM CONTRACT AMOUNT \$146,000.00
PURPOSE OF CONTRACT: Provide Residential Substance Abuse Treatment (RSAT) for incarcerated individuals.		

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

CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Kate Dean, Chair. Bocc	DATE SIGNED 1/11/2021
HCA SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Rachelle Amerine, Contracts Administrator Division of Legal Services	DATE SIGNED 1/28/2021

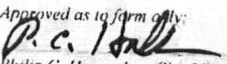
Approved as to form only:
 Date: 12/23/2020
 Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney
 Jefferson County Prosecuting Attorney's Office

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Attachments

- Attachment 1: Federal Compliance, Certifications and Assurances
- Attachment 2: Federal Funding Accountability and Transparency Act Data Collection Form
- Attachment 3: Federal Award Identification for Subrecipients (FAIS)

Schedules

- Schedule A: Statement of Work (SOW) RSAT Services

Contract # K4880 for

Residential Substance Abuse Treatment Services

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

1. STATEMENT OF WORK (SOW)

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

2. DEFINITIONS

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

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

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

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

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

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

“Chemical Dependency” means a person's: (1) alcoholism; (2) drug addiction; or (3) dependence on alcohol and one more other psychoactive chemicals as the context requires.

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

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

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

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

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

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

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

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

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

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

“Protected Health Information” or “PHI” means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 C.F.R. § 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 C.F.R. § 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/>.

“RSAT” means Residential Substance Abuse Treatment.

“RSAT After-Care Services” means outpatient treatment and appropriate social services which continue once the RSAT offender has been released from jail.

“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” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency. As 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. See OMB circular a-133 for additional details.

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

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

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

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

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

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

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on the date of last signature, whichever is later, and continue through September 30, 2021, unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended by mutual agreement and amendment to this Contract.
- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

- 3.3.1 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: *Statement of Work* is \$146,000.00, and includes any allowable expenses.

3.3.2 Contractor's compensation for services rendered will be based in accordance with Schedule A, Statement of Work, Section 4, Deliverables.

3.3.3 Day-to-day expenses related to performance under the Contract, including but not limited to travel, lodging, meals, and incidentals, will not be reimbursed to Contractor. If Contractor is required by HCA to travel, any such travel must be authorized in writing by the HCA Contract Manager and reimbursement will be at rates not to exceed the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses and receipts for any expenses of \$50 or more.

3.3.4 Federal funds disbursed through this Contract were received by HCA through OMB Catalogue of Federal Domestic Assistance (CFDA) Number: 16.593, SAMHSA, 2017RTBX4027 and 2018J2BX4017, Residential Substance Abuse Treatment for State Prisoners. Contractor agrees to comply with applicable rules and regulations associated with these federal funds and has signed Attachment 1: *Federal Compliance, Certification and Assurances*, attached.

3.4 FEDERAL FUNDING SPECIAL TERMS AND CONDITIONS

3.4.1 Use of Federal Funds

3.4.1.1 Contractor must comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations.

3.4.1.2 Unallowable Use of Federal Funds. The following uses are not allowable under any agreement that includes federal funds:

- a) Hospital inpatient services;
- b) Cash payments to departmental clients;
- c) Purchase or permanent improvement of land or facilities, other than minor remodeling;
- d) Purchase of equipment in excess of \$5,000;
- e) Cost-sharing or matching for other federal funds requiring non-federal matching funds;

3.4.1.3 Uses that are unallowable under Section 3.4.1.2 are allowable using state funds in a commingled budget if only state funds are used to pay such costs. To determine that only state funds are used, the following conditions must be met:

- a) The agreement includes state funds at least equal to the total amount of all items under consideration; and
- b) If the funds are used by a subcontractor, the subcontractor shall document clearly that only state funds are included in the subcontract; and
- c) If the use is a direct use of the Contractor, the use, which is unallowable, is clearly segregated from all other uses by accounting for them in separate expenditure accounts.

3.4.1.4 The use of federal funds or influence or attempt to influence or attempt to influence the award of, or amendment to, any federal contract, grant, loan, or cooperative agreement is prohibited.

- d) The use of funds other than federal funds for such purposes requires the Contractor to submit all required federal and state forms disclosing such lobbying activity.
- e) The Contractor must include this language in any contracts resulting from this Contract and ensure that all subrecipients understand and agree to these terms.

3.4.2 Charitable Choice. The Contractor will ensure that Charitable Choice Requirements of 42 C.F.R. Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol and drug abuse prevention and treatment providers for funding.

3.4.2.1 If the Contractor contracts with FBOs, the Contractor shall require the FBO to meet the requirements of 42 C.F.R. Part 54 as follows:

- f) Applicants and recipients for or of services will be provided with a choice of prevention and treatment providers;
- g) The FBO must facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services;
- h) The FBO must report to the Contractor all referrals made to alternative providers;
- i) The FBO must provide recipients with a notice of their rights;

j) The FBO providers recipients with a summary of services, that includes any inherently religious activities; and

k) No funds may be expended for religious activities.

3.4.2.2 If the Contractor contracts with FBOs, the Contractor must report the number of referrals made to alternative providers by FBOs to the HCA Contract Manager.

3.4.3 Audit Requirements.

If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor must provide the HCA Contract Manager a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review must include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Practices (GAAP), and include a management letter that addresses any audit findings.

3.4.4 Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms

Contractor must comply with the requirements of the SAMHSA Award Terms, as they would apply to HCA.

3.4.4.1 This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA).

3.4.4.2 Grant funds cannot be used to supplant current funding of existing activities.

3.4.4.3 By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is **\$197,300** annually.

3.4.4.4 Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

- 3.4.4.5 Per 45 C.F.R. § 74.36 and 45 C.F.R. § 92.34 and the US Department of Health and Human Services Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
- 3.4.4.6 Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 C.F.R. § 74.24(b)(1) or 45 C.F.R. § 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable Office of Management and Budget circulars A-102 and A-110.
- 3.4.4.7 No part of an appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- 3.4.4.8 No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 3.4.4.9 Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grant H79TI081705 from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- 3.4.4.10 If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (Meal and Incidental Expenses allowance) must be reduced by the allotted meal cost(s).

3.4.4.11 Marijuana Attestation. The primary award recipient and all sub-recipients (contractor & sub-awardee) will not use funds, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also will not be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders (45 C.F.R. § 75.300(a); 21 United States Code §§ 812(c) (10) and 8410). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration and under a US Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

3.4.4.12 SABG Block Grant Attestation: SABG Block grant funds will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 C.F.R. § 96.123(a)(10)).

3.5 INVOICE AND PAYMENT

3.5.1 Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: Acctspay@hca.wa.gov. Include the HCA Contract number in the subject line of the email.

3.5.2 Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement. All invoices will be reviewed and must be approved by the 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 HCA Contract number K4880;

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

3.5.3.8 Payment terms and any available prompt payment discount.

- 3.5.4 HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.
- 3.5.5 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>. Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.
- 3.5.6 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.6 CONTRACTOR AND HCA 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 HCA Contract Manager for all business matters, performance matters, and administrative activities.
- 3.6.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- 3.6.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

Contractor Contract Manager Information		Health Care Authority Contract Manager Information	
Name:	David Fortino	Name:	Michele Gayle
Title:		Title:	Medical Program Specialist 3
Address:	79 Elkins Road Port Hadlock, WA 98339	Address:	626 8th Avenue SE PO Box 42730 Olympia, WA 98504
Phone:	(360) 385-3856	Phone:	(360) 725-5935
Email:	dfortino@co.jefferson.wa.us	Email:	michele.gayle@hca.wa.gov

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:

Jefferson County Jail
81 Elkins Road
Port Hadlock, WA 98339

3.7.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
CONTRACTS@hca.wa.gov

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 Attachment 1: Federal Compliance, Certifications and Assurances;

3.8.6 Attachment 2: Federal Funding Accountability and Transparency Act Data Collection Form;

- 3.8.7 Attachment 3: Federal Award Identification for Subrecipients (FAIS);
- 3.8.8 Schedule A(s): Statement(s) of Work;
- 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 State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor 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 HCA and the state of Washington, its agents and employees as additional insured's under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

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

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

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

4.2 ADVANCE PAYMENT PROHIBITED

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

4.3 AMENDMENTS

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

4.4 ASSIGNMENT

- 4.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.36, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Contract will be null and void.
- 4.4.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.
- 4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 ATTORNEYS' FEES

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

4.6 CHANGE IN STATUS

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

4.7 CONFIDENTIAL INFORMATION PROTECTION

4.7.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).

4.7.3 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

4.8.1 Contractor must notify the HCA Privacy Officer (PrivacyOfficer@hca.wa.gov) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.

- 4.8.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold HCA harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.
- 4.8.3 If notification of the Breach or possible Breach must (in the judgment of HCA) be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
 - 4.8.3.1 HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
 - 4.8.3.2 In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients (such as paying for regular credit watches in some cases).
 - 4.8.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.8.4 Any breach of this clause may result in termination of the Contract and the demand for disposition of all Confidential Information.
- 4.8.5 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

4.9 CONTRACTOR'S PROPRIETARY INFORMATION

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

4.10 COVENANT AGAINST CONTINGENT FEES

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

4.11 DEBARMENT

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

4.12 DISPUTES

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

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

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

- 4.12.2.1 Be in writing;
 - 4.12.2.2 Include a written description of the dispute;
 - 4.12.2.3 State the relative positions of the parties and the remedy sought;
 - 4.12.2.4 State the Contract Number and the names and contact information for the parties;
- 4.12.3 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.

4.13 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.43, *Warranties*.

4.14 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

- 4.14.1 This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.
- 4.14.2 To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at www.dnb.com.
- 4.14.3 Information about Contractor and this Contract will be made available on www.uscontractorregistration.com by HCA as required by P.L. 109-282. HCA's Attachment 3: *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Contract and must be completed and returned along with the Contract.

4.15 FORCE MAJEURE

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

4.16 FUNDING WITHDRAWN, REDUCED, OR LIMITED

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

4.16.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

4.16.2 Renegotiate the Contract under the revised funding conditions; or

4.16.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

4.16.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

4.16.3.2 When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

4.16.3.3 If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.17 GOVERNING LAW

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

4.18 HCA NETWORK SECURITY

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

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

4.19 INDEMNIFICATION

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

4.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

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

4.21 INDUSTRIAL INSURANCE COVERAGE

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

4.22 LEGAL AND REGULATORY COMPLIANCE

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

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

4.23 LIMITATION OF AUTHORITY

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

4.24 NO THIRD-PARTY BENEFICIARIES

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

4.25 NONDISCRIMINATION

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

4.26 OVERPAYMENTS TO CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.12, *Disputes*.

4.27 PAY EQUITY

4.27.1 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.

- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

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

4.29 RECORDS AND DOCUMENTS REVIEW

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

4.30 REMEDIES NON-EXCLUSIVE

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

4.31 RIGHT OF INSPECTOIN

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

4.32 RIGHTS IN DATA/OWNERSHIP

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

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

4.33 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

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

4.34 SEVERABILITY

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

4.35 SITE SECURITY

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

4.36 SUBCONTRACTING

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

4.37 SUBRECIPIENT

- 4.37.1 General

If the Contractor is a subrecipient (as defined in 45 C.F.R. § 75.2 and 2 C.F.R. § 200.93) of federal awards, then the Contractor, in accordance with 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501, shall:

- 4.37.1.1 Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 4.37.1.2 Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 4.37.1.3 Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 4.37.1.4 Incorporate OMB Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- 4.37.1.5 Comply with any future amendments to OMB Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501 and any successor or replacement Circular or regulation;
- 4.37.1.6 Comply with the applicable requirements of OMB Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501 and any future amendments to OMB Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501, and any successor or replacement Circular or regulation; and
- 4.37.1.7 Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

4.37.2 Single Audit Act Compliance

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

4.37.2.1 Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

4.37.2.2 Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501, prepare a "Summary Schedule of Prior Audit Findings."

4.37.3 Overpayments

4.37.3.1 If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 4.26, *Overpayments to Contractors*.

4.38 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Confidential Information Protection, Confidential Information Breach – Required Notification, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.39 TAXES

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

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

4.40 TERMINATION

4.40.1 Termination for Default

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

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

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

4.40.2 Termination for Convenience

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

4.40.3 Termination for Nonallocation of Funds

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

4.40.4 Termination for Withdrawal of Authority

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

4.40.5 Termination for Conflict of Interest

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

4.41 TERMINATION PROCEDURES

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

4.41.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.12, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.41.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

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

- 4.41.3.2 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;
- 4.41.3.3 Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 4.41.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- 4.41.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- 4.41.3.6 Complete performance of any part of the work that was not terminated by HCA; and
- 4.41.3.7 Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.42 WAIVER

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

4.43 WARRANTIES

- 4.43.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 4.43.2 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.

- 4.43.3 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes:
- (i) Prices, discounts, and options committed to remain in force over a specified period of time; and
 - (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

Schedule A

Statement of Work

The Contractor will provide the services and staff, and otherwise do all things necessary for or incidental to, the performance of the Residential Substance Abuse Treatment (RSAT) program, as described in this Statement of Work.

1. PURPOSE

The purpose of this Contract is to provide chemical dependency treatment for incarcerated individuals in the Contractor's jail.

2. STATEMENT OF WORK

- 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.
 7. Develop individualized treatment plans that are periodically update with progress and amended accordingly

8. Provide Medications for treatment of Opioid Use Disorder (MOUD).

- b) Provide a designated housing space, separate from the general population, for RSAT participants.
- c) Require random urinalysis and/or other proven reliable forms of drug and alcohol testing for the RSAT participants throughout the duration RSAT program.
- d) Assess for aftercare needs and schedule follow-up appointments with community agencies prior to individual's departure.
- e) Prepare inmates for successful community reintegration, including scheduled and confirmed post-release appointments for after care treatment and services.
- f) 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.
- g) Track the re-offense records of RSAT graduates for one (1) year.

3. REPORTING REQUIREMENTS

All contractors of the RSAT funding must comply with DOJ/BJA reporting requirements in collaboration with the HCA DBHR. No personal identifiable information is collected by the HCA, however, general demographics and numbers served/completing the program are required. Further, HCA DBHR will request recidivism data, to include probation violation and new arrest convictions, on the individuals served within the program.

HCA will report this information to the DOJ/BJA as part of the reporting requirements of the grant.

- a) Reporting Requirements:
 - 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

b) Narrative program analysis/evaluation reports responding to the following questions:

11. Is this treatment program linked to other programs (such as drug courts, community intervention, aftercare, etc?) If yes, please indicate name(s) of other programs.

12. What were your accomplishments?

13. Is there any assistance that DSHS can provide to address any of the problems/barriers you have identified here?

14. Are you on track to conduct your program as described in your plan? (Please answer "Yes" or "No". If "No", please explain.)

4. DELIVERABLES

a) Jefferson

Deliverable	Deliverable Due Date	Payment
Refer to and/or provide chemical dependence treatment, including assessments, group treatment, medications for opioid use disorder, and/or aftercare services to incarcerated and/or newly released individuals. Starting October 2020 (10 individuals per month x 12 months x \$2,000= \$24,000)	Due end of each month for the full duration on contract period	\$2,000 per month Total \$24,000
PMT quarterly reports (\$30,500 per report x 4 reports = \$122,000)	January 2020 April 2020 August 2021 October 2021	\$30,500 per Quarterly Report Total \$122,000
Total		\$146,000.00

Attachment 1

Federal Compliance, Certifications, and Assurances

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Michele Gayle**.
- a. *Source of Funds SAMHSA*: This Contract is being funded partially or in full through Cooperative Contract numbers 2017RTBX4027 and 2018J2BX4017, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number 16.593 in the amount of \$146,000.00. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract K4880.
 - b. *Period of Availability of Funds through end of Contract term*: Pursuant to 45 C.F.R. § 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in 2017RTBX4027 and 2018J2BX4017 unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. *Single Audit Act*: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501.
 - d. *Modifications*: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 - 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the Contract.
 - iii. Change in a key person specified in the Contract.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
 - 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting*: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

- f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.
- h. *Supplanting Compliance: SABG:* If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 C.F.R. § section 96.123(a)(10)).
- i. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- j. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- k. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information

Federal Grants and Budget Specialist Health Care Policy

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Jefferson County Jail**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS

State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501
Non-Profit Organizations and Non-Profit Hospitals	
Colleges or Universities and Affiliated Hospitals	
For-Profit Organizations	

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 C.F.R. § Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. § Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**: The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 C.F.R. § Part 76 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about

- i. The dangers of drug abuse in the workplace;

Amendment 1

		CONTRACT AMENDMENT	HCA Contract No.: K4880 Amendment No.: 01
THIS AMENDMENT TO THE CONTRACT 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 Jail		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 79 Elkins Road Port Hadlock, WA 98339		CONTRACTOR CONTRACT MANAGER Name: David Fortino Email: dfortino@co.jefferson.wa.us	
AMENDMENT START DATE October 1, 2021	AMENDMENT END DATE September 30, 2022	CONTRACT END DATE September 30, 2022	
PRIOR MAXIMUM CONTRACT AMOUNT \$146,000.	AMOUNT OF INCREASE \$146,000.	TOTAL MAXIMUM COMPENSATION \$292,000.	

WHEREAS, HCA and Contractor previously entered into an Agreement for Residential Substance Abuse Treatment (RSAT) for incarcerated individuals, and;

WHEREAS, HCA and Contractor wish to amend the Agreement pursuant to Section 4.3, *Amendments*, to extend the Agreement term and increase Total Maximum Compensation;

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

1. The HCA Contract Manager indicated on the Contract Cover Page is updated as follows:

HCA PROGRAM	HCA DIVISION/SECTION
Department of Behavioral Health and Recovery	Adult Substance Use Disorder
HCA CONTACT NAME AND TITLE	HCA CONTACT ADDRESS
Kimberly Wright, Medical Program Specialist 3	Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE	HCA CONTACT E-MAIL ADDRESS
(360) 725-9992	kimberly.wright@hca.wa.gov

All internal references are updated accordingly.

2. Section 3.2, *Term*, subsection 3.2.1 is amended to read as follows:

3.2.1 The initial term of the Contract will commence on the date of last signature, whichever is later, and continue through September 30, 2022, unless terminated sooner as provided herein.

3. Section 3.3, *Compensation*, subsection 3.3.1 is amended to read as follows:

- 3.3.1 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: Statement of Work is \$292,000., and includes any allowable expenses.
4. Attachment 1, *Federal Compliance, Certifications, and Assurances*, Section I, *Federal Compliance*, new subsections c. and d. are added as follows:
- c. Source of Funds SAMHSA: This Contract is being funded partially or in full through Cooperative Contract numbers 2017RTBX4027 and 2018J2BX4017, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number 16.593 in the amount of \$146,000, The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract K4880-01.
- d. Period of Availability of Funds October 1, 2021-September 30, 2022: Pursuant to 45 C.F.R. § 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in 2017RTBX4027 and 2018J2BX4017 unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
5. A new Attachment 3.1, *Federal Award Identification for Subrecipients*, is attached hereto and incorporated therein. All internal references are updated accordingly.
6. Section 3.4.4, *Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms*, is deleted in its entirety.
7. A new Attachment 4, *Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms*, is attached hereto and incorporated therein. All internal references are updated accordingly.
8. Section 3.8, *Incorporation of Documents and Order of Precedence*, is amended to read as follows:

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:

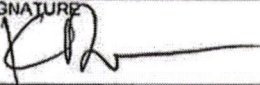
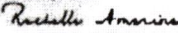
- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Recitals
- 3.8.3 Special Terms and Conditions;
- 3.8.4 General Terms and Conditions;
- 3.8.5 Attachment 1: Federal Compliance, Certifications and Assurances;
- 3.8.6 Attachment 2: Federal Funding Accountability and Transparency Act Data Collection Form;
- 3.8.7 Attachment 3: Federal Award Identification for Subrecipients (FAIS);
- 3.8.8 Attachment 4: Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms
- 3.8.9 Schedule A(s): Statement(s) of Work;
- 3.8.10 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

9. This Amendment will be effective October 1, 2021, ("Effective Date").

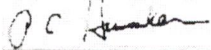
10. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.

11. All other terms and conditions of the Agreement 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 both parties.

CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Kate Dean, Chair, Board of County Commissioners	DATE SIGNED 11/15/21
HCA SIGNATURE 	PRINTED NAME AND TITLE Rachelle Amerine Contracts Administrator	DATE SIGNED 10/28/2021

Approved as to Form Only:



November 1, 2021

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

Attachment 3.1

Federal Award Identification for Subrecipients (reference 2 CFR 200.331) Residential Substance Abuse Treatment for State Prisoners

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Jefferson County Jail
(ii) Subrecipient's unique entity identifier; (DUNS)	6194374
(iii) Federal Award Identification Number (FAIN);	2017RTBX4027 2018J2BX4017
(iv) Federal Award Date (see §200.39 Federal award date);	09/28/19
(v) Subaward Period of Performance Start and End Date;	10/1/2021-9/30/2022
(vi) Amount of Federal Funds Obligated by this action;	\$146,000.
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$292,000.
(xiii) Total Amount of the Federal Award;	2017 - \$161,062 2018 - \$406,597
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Residential Substance Abuse Treatment for State Prisoners
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 Keri.waterland@hca.wa.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	16.593
(xii) Identification of whether the award is R&D; and	☐ Yes ☒ No
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	de minimis (10%)

Attachment 4

Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms

By drawing or otherwise obtaining funds as a subawardee or contractor of a non-federal entity drawing or otherwise obtaining funds from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), you agree to the following pass-through terms and conditions.

Name	Language
Acceptance of the Terms of an Award	This Subaward is subject to the SAMHSA Fiscal Year 2021 – Award Standard Terms, included directly, or incorporated by reference on the Notice of Award (NoA) support the grant.
Non-Supplanting	Federal award funds must supplement, not supplant, nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds. Block grant funds (SABG and MHBG) will not be used to supplant state funding of alcohol and other drug prevention programs. See 45 CFR § 98.123
Unallowable Costs	All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this subaward.
Marijuana Restrictions	Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana treatment using marijuana. Treatment in this context includes the treatment or opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR 75.300(a); 21 USC 812(c)(10) and 841. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substances under the federal law.
Executive Pay	The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is \$199,300 .
Promotional Items	SAMHSA grant funds may not be used for Promotional Items. Promotional Items include but are not limited to: Clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
Acknowledgment of Federal Funding at Conferences and Meetings	When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement in all conference materials (including promotional materials, agenda, and internet sites): <i>Funding for this conference was made possible 9in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsements by the U.S. Government.</i>
Rights in Data and Publications	As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR 75.322 and the HHS Grants Policy Statement. HCA may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal Award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

Mandatory Disclosures	Consistent with 45 CFR 75.113, Subrecipients must disclose, in a timely manner, in writing to HCA and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to HCA and the HHS OIG at the following addresses: U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington DC 20201 Fax: (202) 205-0604 (include "Mandatory Grant Disclosures" in subject line or email) MandatoryGranteeDisclosures@oig.hhs.gov Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 USC 3321)
Lobbying Restrictions	Per 45 CFR §75.215, Subrecipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93. U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.
Drug Free Workplace	The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing this Contract, you agree that the grantee will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.
Trafficking Victims Protection Act of 2000 (22 USC 7104(G)), as amended, and 2 CFR Part 175	The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA or HCA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. § 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf
Confidentiality of Alcohol and Drug Abuse Patient Records	The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may

	be disclosed and used only in accordance with 42 CFR Part 2. The Subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
Healthy People 2020	Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: http://www.healthypeople.gov/
Accessibility Provisions	Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil-rights/index.html or call 1-800-368-1019 or TDD 1-800- 537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.
Legislative Mandates	Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at https://www.congress.gov/bill/115th-congress/housebill/6157/text?Format=txt .
Ad Hoc Submissions	Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following: • Payroll • Purchase orders • Contract documentation • Proof of project implementation

Washington State Health Care Authority		CONTRACT AMENDMENT for Residential Substance Abuse Treatment in Prisons and Jails	HCA Contract No.: K4880 Amendment No.: 2
THIS AMENDMENT TO THE CONTRACT 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, 2022		CONTRACT END DATE September 30, 2023	
Prior Maximum Contract Amount \$292,000	Amount of Increase \$146,731	Total Maximum Compensation \$438,731	

WHEREAS, HCA and Contractor previously entered into a Contract for Residential Substance Abuse Treatment in Prisons and Jails, and;

WHEREAS, HCA determined that the federal grant funding sources for the original contract and Amendment 1 were misidentified, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to add funding, time and deliverables for federal fiscal year 2023, and to correct grant reporting errors;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The end date is extended to September 30, 2023.
2. Maximum Compensation is increased by \$146,731 from \$292,000 to \$438,731.
3. Schedule A, Statement of Work, Section 3, Reporting Requirements, is hereby replaced as follows:

3. REPORTING REQUIREMENTS

- 3.1. **Program Plan Report.** Contractor will provide report to HCA Contract Manager for approval. Report will include, but not limited to, the following:

- 3.1.1. Current staffing/hiring;
- 3.1.2. Purchase of program supplies;
- 3.1.3. Status of subcontracts or Memorandums of Understanding (MOU);
- 3.1.4. Other components, as approved by HCA Contract Manager.

3.2. Quarterly Reports

- 3.2.1. HCA Contract Manager will provide Contractor with report template within 10 days of contract execution.

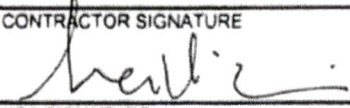
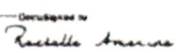
- 3.2.2. Contractor will use template to complete reports and provide to HCA Contract Manager for approval.
- 3.2.3. Contractor will comply with the following DOJ/BJA reporting requirements in collaboration with the HCA DBHR.
1. No personal identifiable information;
 2. Numbers served/completing the program are required;
 3. Recidivism data, to include probation violation and new arrest convictions;
 4. HCA will report this information to the DOJ/BJA as part of the reporting requirements of the grant.
- 3.2.4. Reporting Requirements. 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.
- 3.2.5. **Narrative.** Narrative program analysis/evaluation reports responding to the following questions:
1. Is this treatment program linked to other programs (such as drug courts, community intervention, aftercare, etc?) If yes, please indicate name(s) of other programs.
 2. What were your accomplishments?
 3. Is there any assistance that DSHS can provide to address any of the problems/barriers you have identified here?
 4. Are you on track to conduct your program as described in your plan? (Please answer "Yes" or "No". If "No", please explain.)

4. Schedule A, Statement of Work, Section 4, Deliverable, subsection (a) Jefferson County, is amended as follows:

#	Description	Date Range	Due Date	Rate	Max Payment
1	Program Plan Report		Up to 45 calendar days following the execution of the contract	\$24,731 per report x 1 report	\$24,731
2	Quarterly Reports	Q1: 10/1/2022-12/31/2022 Q2: 1/1/2023-3/31/2023 Q3: 4/1/2023-6/30/2023 Q4: 7/1/2023-9/30/2023	5 th day of each month following the end of each quarter	\$30,500 per report x 4 reports	\$122,000
Maximum Compensation for HCA Contract K4880, 10/1/2022 – 9/30/2023					\$146, 731

5. Attachment 3, Federal Subaward Identification, is attached to replace Attachment 3 from the original Contract, and is incorporated herein.
6. Attachment 3.1, Federal Subaward Identification, is attached to replace Attachment 3.1, from Amendment 1, and is incorporated herein.
7. Attachment 4, Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms, is hereby removed.
8. Attachment 5, Federal Subaward Identification is hereby added, and incorporated herein.
9. Attachment 6, DOJ Award Terms, is hereby added, and incorporated herein.
10. Attachment 7, Quarterly Report Template, is hereby added, and incorporated herein.
11. This Amendment will be effective October 1, 2022 ("Effective Date").
12. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
13. All other terms and conditions of the Contract 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 both parties.

CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Heidi Eisenhour, Chair Jefferson County Board of Commissioners	DATE SIGNED 12/19/22
HCA SIGNATURE 	PRINTED NAME AND TITLE Rachelle Amerine Contracts Administrator	DATE SIGNED 12/3/2022

Approved as to form only:



December 13, 2022

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

**Attachment 3 - Federal Subaward Identification
K4880**

1.	Federal Awarding Agency	US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
2.	Federal Award Identification Number (FAIN)	2017-RT-BX-4027
3.	Federal Award Date	September 28, 2019
4.	Assistance Listing Number and Title	16.593 Residential Substance Abuse Treatment
5.	Is the Award for Research and Development?	☐ Yes ☒ No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, assistant director WA State Health Care Authority Division of Behavioral Health and Recovery keri.waterland@hca.wa.gov 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	Jefferson, County of
8.	Subrecipient's Unique Entity Identifier (UEI)	LP11B7JKFN38
9.	Total amount of Federal Award	\$161,062
10.	Subaward Project Description	WA State Opioid and Overdose Treatment Court Response Plan: Equity in Training and Treatment
11.	Primary Place of Performance	98339-9700
12.	Subaward Period of Performance	January 28, 2021 – September 30, 2021
13.	Amount of Federal Funds Obligated by this Action	\$37,904
14.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$37,904
15.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	10%

1.	Federal Awarding Agency	US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
2.	Federal Award Identification Number (FAIN)	2018-J2-BX-4017
3.	Federal Award Date	September 28, 2019
4.	Assistance Listing Number and Title	16.593 Residential Substance Abuse Treatment
5.	Is the Award for Research and Development?	☐ Yes ☒ No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, assistant director WA State Health Care Authority Division of Behavioral Health and Recovery keri.waterland@hca.wa.gov 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	Jefferson, County of
8.	Subrecipient's Unique Entity Identifier (UEI)	LP11B7JKFN38
9.	Total amount of Federal Award	\$406,597
10.	Subaward Project Description	WA State Opioid and Overdose Treatment Court Response Plan: Equity in Training and Treatment
11.	Primary Place of Performance	98339-9700
12.	Subaward Period of Performance	January 28, 2021 – September 30, 2021
13.	Amount of Federal Funds Obligated by this Action	\$108,096
14.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$108,096
15.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	10%

**Attachment 3.1 - Federal Subaward Identification
K4880-1**

1.	Federal Awarding Agency	US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
2.	Federal Award Identification Number (FAIN)	2018-J2-BX-4017
3.	Federal Award Date	9-28-2019
4.	Assistance Listing Number and Title	16.593 Residential Substance Abuse Treatment
5.	Is the Award for Research and Development?	☐ Yes ☒ No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, assistant director WA State Health Care Authority Division of Behavioral Health and Recovery keri.waterland@hca.wa.gov 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	Jefferson, County of
8.	Subrecipient's Unique Entity Identifier (UEI)	LP11B7JKFN38
9.	Total amount of Federal Award	\$406,597
10.	Subaward Project Description	WA State Opioid and Overdose Treatment Court Response Plan: Equity in Training and Treatment
11.	Primary Place of Performance	Zip + 4 from GSR
12.	Subaward Period of Performance	January 28, 2021 – September 30, 2022
13.	Amount of Federal Funds Obligated by this Action	\$146,000
14.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$254,096
15.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	10%

**Attachment 5 - Federal Subaward Identification
K4880-2**

1.	Federal Awarding Agency	US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
2.	Federal Award Identification Number (FAIN)	2019-J2-BX-0022
3.	Federal Award Date	9-28-2019
4.	Assistance Listing Number and Title	16.593 Residential Substance Abuse Treatment
5.	Is the Award for Research and Development?	☐ Yes ☒ No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, assistant director WA State Health Care Authority Division of Behavioral Health and Recovery keri.waterland@hca.wa.gov 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	Jefferson, County of
8.	Subrecipient's Unique Entity Identifier (UEI)	LP11B7JKFN38
9.	Subaward Project Description	WA State Opioid and Overdose Treatment Court Response Plan: Equity in Training and Treatment
10.	Primary Place of Performance	Zip + 4 from GSR
11.	Subaward Period of Performance	January 28, 2021 - September 30, 2023
12.	Amount of Federal Funds Obligated by this Action	\$146,731
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$146,731
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 6 – Office of Justice Programs (OJP) Award Terms

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) 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.

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

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

The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) 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 recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

The subrecipient 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 recipient and subrecipient 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.

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

The subrecipient 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.

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

The subrecipient 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."

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

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

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

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

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

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

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

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

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

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

10. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award 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 award is to benefit a set of individuals under 18 years of age.

The 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.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to 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. The recipient agrees to comply with the DOJ Grants Financial Guide.

12. 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 subrecipients 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.

13. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

14. Potential imposition of additional requirements

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

15. Employment eligibility verification for hiring under the award

15.1 The subrecipient must--

A. 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 award funds, the recipient (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).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (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.

15.2 Monitoring.

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

15.3 Allowable costs

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

15.4 Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all 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 award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the 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 recipient (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 award funds.

C. "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.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, 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).

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.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting

(in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

17. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18. OJP Training Guiding Principles

Any training or training materials that the subrecipient \ 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>.

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

The subrecipient must comply with all applicable requirements for authorization of any subaward.

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

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as

renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

21. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The subrecipient 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.

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

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

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

23. Requirement to report potentially duplicative funding

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

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) 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>.

25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other term or condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

26. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

27. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no

circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

28. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

ATTACHMENT 7

Quarterly Report Template

Program Characteristics

July-September 2021

– Program Characteristics

4. Does your RSAT program use evidence-based treatment services?

A. Select Yes or No

Yes

B. If yes, please describe the evidence-based treatment services.
Cognitive-Behavioral Therapy

5. Please enter the number of **treatment staff** who work directly with participants in the RSAT program. When answering 'A', please count all treatment staff regardless of funding source.

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?

6. 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-Based Programs

Jul-Aug 2021

– Jail-Based Programs

7. 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-based portion of the RSAT program?

A. **Select Yes or No** (Yes/No)

☒ Yes ☐ No

8. Please enter the number of **treatment staff** members who were cross trained in the Jail-based portion of the RSAT program.

A. **Number of treatment staff cross trained** (numeric)

9. 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-based portion of the RSAT program?

A. **Select Yes or No (Yes/No)**

☒ Yes ☐ No

10. Please enter the number of **custody staff** members who were cross trained in the Jail-based portion of the RSAT program.

A. **Number of custody staff cross trained (numeric)**

– **Risk Assessment and Treatment Planning**

11. Of those who entered the Jail-based portion of the RSAT program during the reporting period, please enter the number of Jail-based participants who were administered a risk and/or needs assessment.

A. **Number of Jail-based participants administered a risk and needs assessment (numeric)**

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

A. **Risk assessment instrument(s) used:**

Ohio Risk/Needs Assessment

13. Of those who entered the Jail-based portion of the RSAT program during the reporting period, please enter the number of such individuals who were identified as having **high** criminogenic risks and/or high substance abuse treatment needs.

A. **Number of Jail-based participants with high criminogenic risks/needs(numeric)**

14. Of those who entered the Jail-based portion of the RSAT program during the reporting period, please enter the number with an **individualized substance abuse treatment plan**.

A. **Number of Jail-based participants with an individualized treatment plan (numeric)**

– **Number of Participants Receiving Services**

15. Please enter the total number of Jail-based participants enrolled in the RSAT program **as of the last day of the reporting period**.

A. **Total number of Jail-based participants enrolled as of the last day of the reporting period (numeric)**

16. Please enter the number of **NEW** Jail-based participants admitted during the reporting period.

A. **Number of NEW Jail-based participants admitted (numeric)**

– **Services Provided**

17. Please enter the number of Jail-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 (numeric)**

B. **Cognitive and behavioral services (cognitive behavioral services include interventions that address criminal thinking and antisocial behavior) (numeric)**

C. **Employment services (numeric)**

D. **Housing services (numeric)**

E. **Mental health services (numeric)**

F. **Other services (numeric)**

G. Please explain other services

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18. Please enter the number of Jail-based participants who were provided with **transitional planning services with BJA program funds, including matching funds**, during the reporting period.

A. **Number of Jail-based participants receiving transitional planning services** (numeric)

— Medication Assisted Treatment (RSAT)

19. If your treatment program includes medication assisted treatment, which of the following medications are you utilizing? Check 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

20. Of the total participants enrolled in your program, how many were deemed eligible for medication-assisted treatment and of those eligible, how many received MAT during the reporting period?

A. **Individuals Eligible for MAT:** (numeric)

B. **Individuals receiving at least one treatment:** (numeric)

— Program completion

21. Please enter the number of participants who **successfully completed** all requirements of the Jail-based portion of your RSAT program during the reporting period.

A. **Number of Jail-based successful completers** (numeric)

22. Of those Jail-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-based successful completers released to the community** (numeric)

B. **Of those reported in 'A', how many individuals were released under correctional supervision.** (numeric)

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) (numeric)

23. Of those Jail-based program completers released to the community, please enter the number with a **continuity of care arrangement or reentry or transitional plan**.

A. **Number of Jail-based successful completers with confirmed continuity of care arrangements** (numeric)

24. Please enter the number of individuals who **did not complete** the Jail-based portion of the RSAT program for the categories below.

Jail-based Incompletes

Number

Number of participants no longer in the program due to termination for a new charge

Number of participants no longer in the program due to release or transfer to another correctional facility

Number of participants no longer in the program due to death or serious illness

Number of participants no longer in the program due to voluntary drop out

Number of participants no longer in the program due to failure to meet program requirements

Number of participants no longer in the program due to violation of institutional rules

Number of participants who did not complete the program for other reasons

Please specify other reasons

25. Of those Jail-based participants who left the RSAT program successfully, please enter the number who completed the program during the following timeframes.

A. 0 to 3 months (numeric)

B. 4 to 6 months (numeric)

C. 7 to 9 months (numeric)

D. 10 months or more (numeric)

26. Of those Jail-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 to 3 months (numeric)

B. 4 to 6 months (numeric)

C. 7 to 9 months (numeric)

D. 10 months or more (numeric)

- Alcohol and Substance Involvement

27. Please enter the number of Jail-based participants who were administered an alcohol/drug test (e.g., urinalysis test) before admission into your RSAT program.

A. Number of Jail-based participants tested before admission

28. Of those enrolled in the Jail-based portion of the RSAT program, please enter the total number of participants tested for alcohol or illegal substances during the reporting period.

A. Total number of Jail-based participants tested for alcohol or illegal substances

29. Of those enrolled in the **Jail-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.
- A. Number of Jail-based participants who tested positive for alcohol or illegal substances
30. 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-based participants tested after program completion
- B. Of that number, how many tested positive for alcohol or illegal substances after program completion