



Washington Association of  
**SHERIFFS &  
POLICE CHIEFS**

**PROFESSIONAL SERVICES  
CONTRACT for**  
Arrest and Jail Alternatives

WASPC Contract Number:  
AJA-23-000

**THIS CONTRACT** is made by and between the Washington Association of Sheriffs and Police Chiefs (WASPC) and N/A Example, (Contractor).

CONTRACTOR NAME N/A Example		CONTRACTOR DOING BUSINESS AS (DBA) N/A Example		
CONTRACTOR N/A Example	STREET N/A Example	CITY N/A Example	STATE WA	ZIP CODE 99999
CONTRACTOR CONTACT N/A Example		CONTRACTOR 555-555-5555	CONTRACTOR E-MAIL ADDRESS N/A Example	
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CFDA NUMBER(S): TBD	FFATA Form Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

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

CONTRACT START DATE July 1, 2023	CONTRACT END DATE June 30, 2025	TOTAL MAXIMUM CONTRACT AMOUNT \$ 0.00
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**PURPOSE OF CONTRACT:**  
To provide services to communities in Washington State as set forth in RCW 36.28A.450.

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 WASPC only upon signature by WASPC.

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

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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

Attachment 4: Restrictions on Expenditure of Grant

## **Schedules**

Schedule A: Statement of Work (SOW) Arrest and Jail Alternatives Grant Program

## **Exhibits**

Exhibit A: Service Definitions

## Contract # AJA-22-000

### RECITALS

House Bill 1767, Chapter 378, Laws of 2019, signed May 13, 2019 went into effect on July 28, 2019 to develop the Arrest and Jail Alternatives (AJA). The Washington Association of Sheriffs and Police Chiefs (WASPC), in consultation with the Law Enforcement Assisted Diversion (LEAD) National Support Bureau (NSB) was tasked with the development and implementation of a grant program aimed at supporting local initiatives to properly identify criminal justice system-involved persons with substance use disorders and other behavioral health needs and engage those persons with therapeutic interventions and other services, the efficacy of which have been demonstrated by experience, peer-reviewed research, or which are credible promising practices, prior to or at the time of jail booking, or while in custody.

WASPC has determined that entering into a Contract with N/A Example will meet WASPC's needs.

NOW THEREFORE, WASPC awards to N/A Example this Contract, the terms and conditions of which will govern Contractor's providing to WASPC the services and Data from Contractor's Arrest and Jail Alternatives program.

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

#### 1. STATEMENT OF WORK (SOW)

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

#### 2. DEFINITIONS

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

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

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

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

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

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

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

**“Contractor”** means N/A Example, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

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

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

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

**“WASPC Contract Manager”** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

**“Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity”**  
LEAD is a community based diversion approach with the goals of improving public safety and public order and reducing unnecessary justice system involvement for people who participate in the program. LEAD is a registered trademark and refers to programs adhering to a set of core principles involving police-led precharging diversion, intensive field based case management, community voice, harm reduction, and interagency information sharing and collaboration. LEAD is recognized as an evidence based best practice in the Washington Medicaid Waiver toolkit and falls under the Office of Justice Programs standards for evidence based practices.

**“LEAD Program”** means a pre-booking, jail diversion program in the criminal justice system. The LEAD Diversion Program leverages assistance from local law enforcement organizations to identify and refer individuals committing non-violent crimes into an intensive case management program.

**“LEAD National Support Bureau”** or **“NSB”** means project of the Public Defender Association (PDA). The LEAD National Support Bureau will be providing strategic guidance and Technical Assistance to the Pilot Sites developing LEAD Programs under this Contract. Including providing guidance on implementation with a commitment to the LEAD Core Principles.

**“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.

**“PDA Technical Assistance Team”** means the individuals from PDA that are responsible for providing Technical Assistance for LEAD site selection, implementation, and evaluation.

**“Pilot Site”** or **“Site”** means the city, county, or tribe that will be implementing an Arrest and Jail Alternatives program through the execution of this contract and per RCW 36.28A.450.

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

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

**“Public Defender Association,”** or **“PDA”** means the agency that will provide Technical Assistance for LEAD site selection, implementation and evaluation.

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

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

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

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

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

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

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

#### **3.1 PERFORMANCE EXPECTATIONS**

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

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of the Contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with WASPC staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with WASPC directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings;
- 3.1.8 Provision of high quality services, and
- 3.1.9 Receive technical assistance and guidance from the LEAD National Support Bureau for purposes of creating a better service program in the community served by the contractor’s AJA program.

Prior to payment of invoices, WASPC will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may



withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

### **3.2 TERM**

- 3.2.1 The initial term of the Contract shall be July 1, 2023 and continue through June 30, 2025, unless terminated sooner as provided herein.
- 3.2.2 Work performed without a contract or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Contractor. WASPC will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

### **3.3 COMPENSATION**

- 3.3.1 The Maximum Compensation payable to Contractor is \$ 0.00.
- 3.3.2 Contractor's compensation for services rendered will be based in accordance with the deliverables table in Schedule A: *Statement of Work*.
- 3.3.3 Federal funds disbursed through this Contract were received by WASPC through OMB Catalogue of Federal Domestic Assistance (CFDA) Number: 93.959, Substance Abuse Prevention & Treatment, Substance Abuse Prevention & Treatment Block Grant. Contractor agrees to comply with applicable rules and regulations associated with these federal funds and has signed Attachment 2: *Federal Compliance, Certification and Assurances*, attached.

### **3.4 INVOICE AND PAYMENT**

- 3.4.1 Contractor must submit accurate invoices to the WASPC using the Zengine platform made available to the grantee by WASPC.
- 3.4.2 Invoices must describe and document to WASPC's satisfaction a description of the work performed, the progress of the project, fees, and a statement that includes the following language: *"We certify pursuant to 2 CFR § 200.201(1)(iii)(3) that the activities described in this invoice and associated report(s) have been completed,"* . If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.
- 3.4.3 Contractor must submit properly itemized invoices to include the following information, as applicable:

- 3.4.3.1 WASPC Contract number AJA-22-000;
- 3.4.3.2 Contractor name, address, phone number;
- 3.4.3.3 Description of Services;
- 3.4.3.4 Date(s) of delivery;
- 3.4.3.5 Net invoice price for each item;
- 3.4.3.6 Applicable taxes;
- 3.4.3.7 Total invoice price; and
- 3.4.4 WASPC will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.
- 3.4.5 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to WASPC within fourteen (14) calendar days after the Contract expiration date. WASPC is under no obligation to pay any claims that are submitted fifteen (15) or more calendar days after the Contract expiration date ("Belated Claims"). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

### **3.5 CONTRACTOR AND WASPC CONTRACT MANAGERS**

- 3.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the WASPC Contract Manager for all business matters, performance matters, and administrative activities.
- 3.5.2 WASPC's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The WASPC Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- 3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		WASPC Contract Manager Information	
Name:	N/A Example	Name:	Steven Briggs
Address:	N/A Example N/A Example, WA 99999	Address:	3060 Willamette Dr NE, STE 200 Lacey, WA 98516
Phone:	555-555-5555	Phone:	(360) 486-2389
Email:	N/A Example	Email:	sbriggs@waspc.org

### 3.6 LEGAL NOTICES

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

#### 3.6.1 In the case of notice to the Contractor:

N/A Example  
N/A Example  
N/A Example, WA 99999

#### 3.6.2 In the case of notice to WASPC:

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

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

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

### 3.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

#### 3.7.1 Applicable Federal and State of Washington statutes and regulations;

- 3.7.2 Recitals
- 3.7.3 Special Terms and Conditions;
- 3.7.4 General Terms and Conditions;
- 3.7.5 Attachment 1: Confidential Information Security Requirements;
- 3.7.6 Attachment 2: *Federal Compliance, Certifications and Assurances*;
- 3.7.7 Attachment 3: *Federal Funding Accountability and Transparency Act Data Collection Form*;
- 3.7.8 Attachment 4: *Federal Award Identification for Subrecipients*;
- 3.7.9 Attachment 5: *Restrictions on Expenditure of Grant*;
- 3.7.10 Schedule A: *Statement of Work*;
- 3.7.11 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

### **3.8 INSURANCE**

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the WASPC should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- 3.8.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 3.8.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- 3.8.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

3.8.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name WASPC, its agents and employees as additional insured's under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to WASPC within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at WASPC's sole option, result in this Contract's termination.

Contractor shall submit to WASPC a certificate of insurance that outlines the coverage and limits defined in the Insurance section before any work is performed and will not receive any payment or reimbursement until such certificate of insurance is provided to WASPC. Contractor must submit renewal certificates as appropriate during the term of the contract.

3.8.5 The Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to WASPC upon request.

Upon request, Contractor must submit to WASPC 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), RCW 36.28A.450 and federal rules, the Contractor must provide access to any data generated under this Contract to WASPC, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

In compliance with RCW 36.28A.450, WASPC will be conducting a mixed methods evaluation of Arrest and Jail Alternatives programs. To facilitate this evaluation, the Contractor must provide data that is relevant to this evaluation directly to the Washington State University – Division of Governmental Studies and Services.

## **4.2 ADVANCE PAYMENT PROHIBITED**

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

## **4.3 AMENDMENTS**

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

## **4.4 ASSIGNMENT**

4.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.37, *Subcontracting*, without the prior written consent of WASPC, which may be withheld at WASPC's sole discretion. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to WASPC that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Contract will be null and void.

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

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

## **4.5 ATTORNEYS' FEES**

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

## **4.6 AUDIT**

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

## **4.7 CHANGE IN STATUS**

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

provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

#### **4.8 CONFIDENTIAL INFORMATION PROTECTION**

- 4.8.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without WASPC's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: *Confidential Information Security Requirements*).
- 4.8.2 WASPC reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.8.3 The obligations set forth in this section will survive completion, cancellation, expiration, or termination of this Contract.

#### **4.9 CONTRACTOR'S PROPRIETARY INFORMATION**

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

#### **4.10 COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide

established agents maintained by the Contractor for the purpose of securing business. WASPC will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### **4.11 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 WASPC if, during the term of this Contract, Contractor becomes debarred. WASPC may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

#### **4.12 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 WASPC and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.12.1 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 WASPC Director review the dispute. Any such request from the initiating party must be submitted in writing to the WASPC Director within five (5) Business Days after receiving the response of the responding party. The WASPC Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The WASPC Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.12.2 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; and
  - 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**

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

#### **4.14 FEDERAL FUNDING ACCOUNTABILITY & 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 Unique Entity Identification Number (UEID). A UEID provides a method to verify data about your organization. If Contractor does not already have one, a UEID is available free of charge by registering with SAM.gov.
- 4.14.3 Information about Contractor and this Contract will be made available on [www.uscontractorregistration.com](http://www.uscontractorregistration.com) by WASPC as required by P.L. 109-282. WASPC'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 WASPC determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then WASPC, at its sole discretion, may:

4.16.1 Terminate this Contract pursuant to Section 4.40.5, *Termination for Non-Allocation of Funds*;

4.16.2 Renegotiate the Contract under the revised funding conditions; or

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

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

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

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

#### **4.17 GOVERNING LAW**

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington.

#### **4.18 WASPC NETWORK SECURITY**

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the WASPC Network without prior written authorization from WASPC's Chief Information Officer. Unauthorized access to WASPC networks and systems is a violation of WASPC Policy and constitutes computer trespass in the first degree pursuant to RCW

9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

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

#### **4.19 INDEMNIFICATION**

Contractor shall defend, indemnify, and save WASPC harmless from and against all claims, including reasonable attorneys' fees resulting from such claims arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract. This indemnification shall include, but not be limited to, any or all injuries to persons or damage to property, or Breach of confidentiality and notification obligations under Section 4.8 Confidential Information Protection and Section 4.9 Confidentiality Breach-Required Notification.

WASPC must defend, indemnify, and save Contractor harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of any confidentiality and notification obligations as provided in Section 4.7 of this Contract, arising from intentional or negligent acts or omissions of WASPC, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

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

#### **4.20 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 WASPC. Contractor will not hold itself out as or claim to be an officer or employee of WASPC by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

#### **4.21 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 WASPC premises, Contractor must comply with WASPC operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable).
- 4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

## **4.23 LIMITATION OF AUTHORITY**

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

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

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

## **4.25 NONDISCRIMINATION**

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

## **4.26 NON SUPPLANTING CERTIFICATION**

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

#### **4.27 OVERPAYMENTS TO CONTRACTOR**

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

#### **4.28 PAY EQUITY**

- 4.28.1 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.
- 4.28.2 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.
- 4.28.3 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.
- 4.28.4 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.
- 4.28.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of WASPC's request for such evidence, WASPC may suspend or terminate this Contract.

#### **4.29 PUBLICITY**

- 4.29.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by WASPC and must not be so construed by Contractor in any advertising or other publicity materials.

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

#### **4.30 RECORDS AND DOCUMENTS REVIEW**

4.30.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by WASPC, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].

4.30.2 In compliance with RCW 36.28A.450, WASPC will be conducting a mixed methods evaluation of Arrest and Jail Alternatives programs. To facilitate this evaluation, the Contractor must provide access to data that is relevant to this evaluation to the Washington State University – Division of Governmental Studies and Services.

4.30.3 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

4.30.4 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.

#### **4.31 REMEDIES NON-EXCLUSIVE**

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

#### **4.32 RIGHT OF INSPECTION**

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

#### 4.33 RIGHTS IN DATA/OWNERSHIP

- 4.33.1 WASPC and Contractor agree that all data and work products (collectively “Work Product”) produced pursuant to this Contract and received by WASPC will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by WASPC. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- 4.33.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Contractor assigns and transfers to WASPC, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.33.3 Contractor will execute all documents and perform such other proper acts as WASPC may deem necessary to secure for WASPC the rights pursuant to this section.
- 4.33.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of WASPC. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.33.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to WASPC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. WASPC will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.33.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise WASPC of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide WASPC with prompt written notice of each notice or claim of copyright infringement or

infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

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

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

#### **4.35 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.

#### **4.36 SITE SECURITY**

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

#### **4.37 SUBCONTRACTING**

- 4.37.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of WASPC. WASPC has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to WASPC for any breach in the performance of Contractor's duties.
- 4.37.2 Contractor agrees that any proposed subcontracts must be provided to WASPC for review no later than 10 (ten) business days before such a subcontract's effective date.



- 4.37.3 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.37.4 If at any time during the progress of the work WASPC determines in its sole judgment that any Subcontractor is incompetent or undesirable, WASPC will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.37.5 The rejection or approval by WASPC of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to WASPC.
- 4.37.6 WASPC has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

#### **4.38 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 WASPC to recover any Overpayments will also survive the termination of this Contract.

#### **4.40 CORRECTIVE ACTION PLAN/SUSPENSION/TERMINATION**

##### **4.40.1 CORRECTIVE ACTION PLAN**

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

#### 4.40.2 SUSPENSION

If WASPC reasonably determines that the Contractor has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this contract (to include any and all attachments, references, appendices, or other documents included or referenced herein), WASPC reserves the right to issue a Notice of Suspension to the Contractor. A Notice of Suspension acts to suspend this contract in its entirety, including suspending payment for future services provided by Contractor.

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

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

#### 4.40.3 TERMINATION FOR DEFAULT

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

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

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

#### 4.40.4 TERMINATION FOR CONVENIENCE

When, at the reasonable discretion of either WASPC or Contractor, it is in either party's best interest, both WASPC and Contractor may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice to the other party. If this Contract is so terminated, each party will be liable only for payment in

accordance with the terms of this Contract for service rendered prior to the effective date of termination. No penalty shall accrue to either WASPC or Contractor in the event the termination option in this section is exercised.

#### 4.40.5 TERMINATION FOR NONALLOCATION OF FUNDS

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

#### 4.40.6 TERMINATION FOR WITHDRAWAL OF AUTHORITY

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

#### 4.40.7 TERMINATION FOR CONFLICT OF INTEREST

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

### **4.41 TERMINATION PROCEDURES**

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

4.41.2 WASPC will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by WASPC and the amount agreed upon by the Contractor and WASPC for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by WASPC; and (iv) the protection and preservation of property, unless the termination is for default, in which case WASPC will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.122 *Disputes*. WASPC may withhold from any amounts due the Contractor such sum as WASPC determines to be necessary to protect WASPC against potential loss or liability.

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

4.41.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WASPC to the extent WASPC 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 WASPC any property required to be furnished to WASPC;

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

4.41.3.7 Take such action as may be necessary, or as WASPC may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which WASPC has or may acquire an interest.

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

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

## ATTACHMENT 1

### Federal Compliance, Certifications, and Assurances

**In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.**

- 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: WASPC Contract Manager, Steven Briggs.
- a. *Source of Funds:* Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.959 and amount to \$ 0.00. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under WASPC Contract No. **AJA-22-000**
  - b. *Single Audit Act:* A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee 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 CFR 200.501 and 45 CFR 75.501.
  - c. *Modifications:* This agreement 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 WASPC 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 agreement.
      - iii. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
      - iv. Need for additional funding.
      - v. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      - vi. Any changes in budget line item(s) of greater than ten percent (10%) of the total budget in this agreement.
    - 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from WASPC.
  - d. *Sub-Contracting:* The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of WASPC. If sub-contractors are approved by WASPC, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
  - e. *Condition for Receipt of WASPC Funds:* Funds provided by WASPC to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by WASPC.
  - f. *Unallowable Payments:* Payments to the sub-awardees' shall be subject to reduction for amounts included in any prior invoice or payment therefor as determined by WASPC on the basis of audits, reviews, or monitoring of this agreement.
  - g. *Federal Compliance:* The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.

h. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor 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>

**WASPC Federal Compliance Contact Information**

Steven Briggs  
 WA Assn of Sheriffs and Police Chiefs  
 3060 Willamette Dr NE, STE 200  
 Lacey, WA 98516

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 WASPC, the primary recipient of federal funds and then follow the funds to the sub-awardee, **[insert sub-awardee name]**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

III.

OMB CIRCULAR			
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

**Definitions:**

**“Sub-recipient”**; means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State’s programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

**“Sub-award and Sub-grant”** are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., WASPC) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of WASPC.

**IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by WASPC.

**CERTIFICATIONS**

**1. 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 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) 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;
- c) 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 paragraph (b) of this certification; and
- d) 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 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 titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" 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 CFR Part 76.

**2. 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 CFR Part 76 by:

- a) 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;
- b) Establishing an ongoing drug-free awareness program to inform employees about
  - (1) The dangers of drug abuse in the workplace;
  - (2) The contractor’s policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug Arrest and Jail Alternatives



statute occurring in the workplace no later than five calendar days after such conviction;

- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Steven Briggs  
WASPC  
3060 Willamette Dr NE  
Lacey, WA 98516

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply

to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or

she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

##### **5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.**

##### **6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- 7) The prospective contractor further agrees by submitting this contract that it will include the

clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-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;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
TYPE OR PRINT NAME:	
ORGANIZATION NAME: (if applicable)	DATE

## ATTACHMENT 2

### Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

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.

To comply with the act and be eligible to enter into this Contract, Contractor must have a Unique Entity Identification Number (UEID). A UEID provides a method to verify data about your organization. If Contractor does not already have one, a UEID is available free of charge by registering with SAM.gov.

*Contractor must complete this form and return it to WASPC.*

#### CONTRACTOR

1. Legal Name	2. UEID Number												
3. Principle Place of Performance													
3a. City	3b. State												
3c. Zip+4	3d. Country												
4. Are you registered in CCR ( <a href="https://www.uscontractorregistration.com/">https://www.uscontractorregistration.com/</a> )? <input type="checkbox"/> YES (skip to page 2. Sign, date and return) <input type="checkbox"/> NO													
<p>5. In the preceding fiscal year did your organization:</p> <ul style="list-style-type: none"> <li>a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></li> <li>b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></li> <li>c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330</li> </ul> <p><input type="checkbox"/> NO (skip the remainder of this section - Sign, date and return)</p> <p><input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 80%;">Name Of Official</th> <th style="width: 20%;">Total Compensation</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> </tbody> </table>		Name Of Official	Total Compensation	1.		2.		3.		4.		5.	
Name Of Official	Total Compensation												
1.													
2.													
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4.													
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<p><b>Note:</b> "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c)(2)).</p>													

**By signing this document, the Contractor Authorized Representative attests to the information.**

Signature of Contractor Authorized Representative	Date
---	------

***WASPC will not endorse the Contractor's subaward until this form is completed and returned.***

**FOR WASPC USE ONLY**

WASPC Contract Number: **AJA-22-000**

Sub-award Project Description (see instructions and examples below)

*Arrest and Jail Alternatives. Funds made available through this subaward to Olympic Peninsula Community Clinic will be used to carry out the purposes set forth in RCW 36.28A.450: support local initiatives to properly identify criminal justice system-involved persons with substance use disorders and other behavioral health needs and engage those persons with therapeutic interventions and other services...*

**Instructions for Sub-award Project Description:**

In the first line of the description provide a title for the sub-award that captures the main purpose of the subrecipients work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

**Example of a Sub-award Project Description:**

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.

### ATTACHMENT 3

#### Federal Award Identification for Subrecipients (reference 2 CFR 200.331)

#### Substance Abuse Block Grant

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Washington Association of Sheriffs & Police Chiefs
(ii) Subrecipient's unique entity identifier; (UEID)	X624NETQGAN8
(iii) Federal Award Identification Number (FAIN);	TBD
(iv) Federal Award Date (see §200.39 Federal award date);	TBD
(v) Subaward Period of Performance Start and End Date;	TBD
(vi) Amount of Federal Funds Obligated by this action;	\$ 0.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$1,000,000.00
(xiii) Total Amount of the Federal Award;	TBD
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Substance Abuse & Treatment Block Grant
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Substance Abuse Treatment  WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 Keri.waterland@hca.wa.go
(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;	TBD Substance Abuse Prevention and Treatment Block Grant
(xii) Identification of whether the award is R&D; and	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 minimus (10%)

## ATTACHMENT 4

### 45 CFR 45 CFR § 96.135 - Restrictions on expenditure of grant.

The following are the federal funding guidelines for the funds from the Substance Abuse Block Grant (SABG).

#### § 96.135 Restrictions on expenditure of grant.

(a) The State shall not expend the Block Grant on the following activities:

- (1) To provide inpatient hospital services, except as provided in [paragraph \(c\)](#) of this section;
- (2) To make cash payments to intended recipients of health services;
- (3) To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- (4) To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
- (5) To provide financial assistance to any entity other than a public or nonprofit private entity;  
or
- (6) To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

(b) The State shall limit expenditures on the following:

- (1) The State involved will not expend more than 5 percent of the grant to pay the costs of administering the grant; and
- (2) The State will not, in expending the grant for the purpose of providing treatment services in penal or correctional institutions of the State, expend more than an amount prescribed by section 1931(a)(3) of the PHS Act.

(c) Exception regarding inpatient hospital services.

- (1) With respect to compliance with the agreement made under [paragraph \(a\)](#) of this section, a State (acting through the Director of the principal agency) may expend a grant for inpatient hospital-based substance abuse programs subject to the limitations of [paragraph \(c\)\(2\)](#) of this section only when it has been determined by a physician that:
  - (i) The primary diagnosis of the individual is substance abuse, and the physician certifies this fact;
  - (ii) The individual cannot be safely treated in a community-based, nonhospital, residential treatment program;
  - (iii) The Service can reasonably be expected to improve an individual's condition or level of functioning;



(iv) The hospital-based substance abuse program follows national standards of substance abuse professional practice; and

(2) In the case of an individual for whom a grant is expended to provide inpatient hospital services described above, the allowable expenditure shall conform to the following:

(i) The daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, nonhospital, residential programs of treatment for substance abuse; and

(ii) The grant may be expended for such services only to the extent that it is medically necessary, i.e., only for those days that the patient cannot be safely treated in a residential, community-based program.

(d) The Secretary may approve a waiver for construction under paragraph (a)(3) of this section within 120 days after the date of a request only if:

(1) The State demonstrates to the Secretary that adequate treatment cannot be provided through the use of existing facilities and that alternative facilities in existing suitable buildings are not available;

(2) The State has carefully designed a plan that minimizes the costs of renovation or construction;

(3) The State agrees, with respect to the costs to be incurred by the State in carrying out the purpose of the waiver, to make available non-Federal contributions in cash toward such costs in an amount equal to not less than \$1 for each \$1 of Federal funds provided under the Block Grant; and

(4) The State submits the following to support paragraphs (b)(1), (2) and (3), of this section:

(i) Documentation to support paragraph (d)(1) of this section, such as local needs assessments, waiting lists, survey data and other related information;

(ii) A brief description of the project to be funded, including the type(s) of services to be provided and the projected number of residential and/or outpatient clients to be served;

(iii) The specific amount of Block Grant funds to be used for this project;

(iv) The number of outpatient treatment slots planned or the number of residential beds planned, if applicable;

(v) The estimate of the total cost of the construction or rehabilitation (and a description of how these estimates were determined), based on an independent estimate of said cost, using standardized measures as determined by an appropriate State construction certifying authority;

(vi) An assurance by the State that all applicable National (e.g., National Fire Protection Association, Building Officials and Codes Administrators International), Federal (National Environmental Policy Act), State, and local standards for construction or rehabilitation of health care facilities will be complied with;

**(vii)** Documentation of the State's commitment to obligate these funds by the end of the first year in which the funds are available, and that such funds must be expended by the end of the second year (section 1914(a)(2) of the PHS Act);

**(viii)** A certification that there is public support for a waiver, as well as a description of the procedure used (and the results therein) to ensure adequate comment from the general public and the appropriate State and local health planning organizations, local governmental entities and public and private-sector service providers that may be impacted by the waiver request;

**(ix)** Evidence that a State is committed to using the proposed new or rehabilitated substance abuse facility for the purposes stated in the request for at least 20 years for new construction and at least 10 years for rehabilitated facilities;

**(x)** An assurance that, if the facility ceases to be used for such services, or if the facility is sold or transferred for a purpose inconsistent with the State's waiver request, monies will be returned to the Federal Government in an amount proportionate to the Federal assistance provided, as it relates to the value of the facility at the time services cease or the facility sold or transferred;

**(xi)** A description of the methods used to minimize the costs of the construction or rehabilitation, including documentation of the costs of the residential facilities in the local area or other appropriate equivalent sites in the State;

**(xii)** An assurance that the State shall comply with the matching requirements of [paragraph \(d\)\(3\)](#) of this section; and

**(xiii)** Any other information the Secretary may determine to be appropriate.

## **SCHEDULE A**

### **Statement of Work**

#### **1. PURPOSE**

WASPC intends to enter into an agreement with the Contractor for purposes of establishing an AJA Program that adheres to RCW 36.28A.450, to develop and implement a grant program aimed at supporting local initiatives to properly identify criminal justice system-involved persons with substance use disorders and other behavioral health needs and engage those persons with therapeutic interventions and other services, the efficacy of which have been demonstrated by experience, peer-reviewed research, or which are credible promising practices, prior to or at the time of jail booking, or while in custody.

#### **2. WASPC RESPONSIBILITIES**

- 2.1. Provide a Contract Manager to monitor all progress under the program; and
- 2.2. Provide timely responses to all inquiries from the Contractor.

#### **3. CONTRACTOR RESPONSIBILITIES**

- 3.1. Coordinate with NSB for purposes of receiving technical assistance;
- 3.2. Coordinate with NSB for training on policies and protocols for AJA referrals and diversion-eligible offences;
- 3.3. Coordinate with WASPC to develop reporting metrics with the intent of yielding the following results:
  - 3.3.1. Reduction in arrests, time spent in custody, and/or recidivism for program participants;
  - 3.3.2. Increase access to and utilization of non-emergency community behavioral health and/or substance use services;
  - 3.3.3. Reduction in the utilization in emergency services;
  - 3.3.4. Increased resilience, stability, and well-being for program participants; and
  - 3.3.5. Reduction in cost for the justice system in comparison to processing cases as usual through the justice system.
- 3.4. Establish under this Contract an AJA program which shall adhere to practices demonstrated by experience, peer-reviewed research, or which are credible promising practices, prior to or at the time of jail booking, or while in custody. A major component

of this will include the creation of an Operational Workgroup that consists of the following members:

- 3.4.1. Community-based organizations;
- 3.4.2. Local government;
- 3.4.3. Law enforcement;
- 3.4.4. Prosecutors;
- 3.4.5. Public health experts; and
- 3.4.6. Organizations led by and representing individuals with past justice system involvement.

3.5. The Contractor must:

- 3.5.1. Consult the PDA Technical Assistance Team as required in RCW 36.28A.450.
- 3.5.2. Ensure that the program is managed to achieve expected outcomes that are measurable and will be used in the future to evaluate the performance and to ensure accountability for the use of this funding. As such, the Contractor will work with WASPC to utilize the Julota Data collection and case management system.

WASPC understands that every community's reporting needs will be different, the Contractor's reporting requirements can be flexible, as full utilization of the Julota system will allow for most elements of the required Monthly Data Collection Reports to be either automated or manually generated in little time. The Monthly Data Collection Report will contain the following elements:

3.5.2.1. Criminal Legal System Contacts

3.5.2.1.1. Number of individuals contacted through law enforcement response and/or social contact referrals;

3.5.2.1.2. Number of police contacts related to suspected criminal behavior;

3.5.2.1.3. Number of arrests categorized by type;

3.5.2.1.4. Number of warrants

3.5.2.1.5. Number of criminal charges categorized by type;

3.5.2.1.6. Number of jail bookings;

- 3.5.2.1.7. Number of jail bed days
- 3.5.2.2. Participant demographics, including:
  - 3.5.2.2.1. Race;
  - 3.5.2.2.2. Gender;
  - 3.5.2.2.3. Age; and
  - 3.5.2.3. Services Received:
    - 3.5.2.3.1. Number of times team meets with participants-categorized by type: case management, peer counseling, brief outreach;
    - 3.5.2.3.2. Number of referrals to services-categorized by type: mental health, substance use disorder, medical, housing, insurance, benefits, food/shelter, employment, etc.;
    - 3.5.2.3.3. Number of connections to services-categorized by type: mental health, substance use disorder, medical, housing, insurance, benefits, food/shelter, employment, etc.
  - 3.5.2.4. Emergency Medical System Contacts:
    - 3.5.2.4.1. Number of visits to the Emergency Room;
    - 3.5.2.4.2. Number of admissions to an inpatient unit;
  - 3.5.2.5. URICA Scoring
  - 3.5.2.6. Surveys
    - 3.5.2.6.1. To be developed in consultation with LEAD NSB.
  - 3.5.2.7. Number of referalls, by source, to the site.
  - 3.5.2.8. Number of referalls accepted/declined, by reason.
- 3.5.3. All data entered into the data collection system by the contractor must be a true and accurate record of contacts with, and services provided to program participants.
- 3.5.4. Coordinate with WASPC, and any authorized agent, in evaluation required of the AJA Program for legislative reporting.
- 3.5.5. Program Manager will ensure that all Subcontractors are meeting the Data collection requirements established in coordination with the PDA Technical

Assistance Team. And provide a Monthly Data Collection Report through the agreed upon case management and Data collection system.

- 3.5.6. Create and publish position announcements, or coordinate with partnering behavioral health agency, for the hiring/ongoing employment of necessary clinical support positions, to potentially include the following:
  - 3.5.6.1. Outreach Coordinator;
  - 3.5.6.2. Clinical Supervisor; and
  - 3.5.6.3. Case Manager.
- 3.5.7. Coordinate, schedule, and conduct operational workgroup meetings as needed.
- 3.5.8. Provide referrals to local community agencies for intensive case management services, including but not limited to substance use, mental health, and behavioral health assessment and treatment.
- 3.5.9. Ensure AJA referral services begin no later than within 30 days of Date of Execution of this Contract.
- 3.5.10. Submit a completed *AJA Monthly Progress Report*, to the WASPC Contract Manager with each monthly invoice.
- 3.5.11. Ensure travel per diem, computers, office supplies and all the other supplies and tools necessary to perform defined duties are provided to AJA staff and/or contracted staff.
- 3.5.12. Ensure that a Memorandum of Understanding (MOU) or other cooperative agreement is executed between the Community Based Organization and the partnering Law Enforcement agency(ies) within 30-days of the execution of this contract.
- 3.5.13. Cooperate with and provide the staffing, resources and data necessary to aid in the evaluation of this grant program pursuant to RCW 36.28A.450. This includes provide access to data that is relevant to this evaluation to the Washington State University – Division of Governmental Studies and Services.

#### **4. DELIVERABLES**

Deliverables will be negotiated with successful program applicants.

#### **5. CONSIDERATION.**

WASPC will authorize a lump sum payment for each deliverable only upon satisfactory completion and acceptance and only for the allowable costs as specified in Section 4, *Deliverables*.

- 5.1. The maximum dollar amount for this contract will not exceed \$ **0.00**.
- 5.2. Administrative fees are not to exceed 10% of the billed expenses and are included as part of the maximum consideration.
- 5.3. Source of funds awarded:

Substance Abuse Block Grant 21-23	\$ 0.00
State General Funds 2023-2025	\$ 0.00
<b>TOTAL</b>	<b>\$ 0.00</b>

## EXHIBIT A

### Service Definitions

The following Service Definitions encompass the range of service that are eligible under the Arrest and Jail Alternatives grant program.

While not an exhaustive list, the definitions are the basis for services provided under this contract.

#### **Entities coming into contact with individuals**

**Contact (by AJA staff)** - encounter with and service provided to individual, categorized by type. Multiple contacts or contact types (brief outreach, case management, peer/navigator support) may occur within the same service or timeframe.

**Contact (law enforcement)** - encounter related to criminal behavior/suspected criminal behavior, as documented by relevant law enforcement agency.

**Contact (fire/EMS)** - field-based encounter related to emergency medical services including fire and ambulance, as documented by relevant agency.

#### **Initiating services**

**Incoming Referral** - identification of and service request for a potential AJA participant from an authorized entity.

**Non-participant** - any individual contacted by program staff via referral or outreach who has not formally entered services.

**Participant** - individual referred into and actively engaged in AJA services.

**Engagement** - sustained and active participation in program, evidenced by attending appointments, regular contact with case manager, goal-setting, reporting activity and needs, etc.

**Principal Goal** - overarching, major theme identified by AJA participant during engagement in program, who commits to working toward completing it.

**Behavioral Health** - any healthcare need related to possible substance use or mental health conditions or symptoms.

**Survey Baseline** - 30 days from completion of intake/initiation of AJA service.

### **Types of staff contacts with individuals**

**Outreach** - a strategic set of activities that are implemented to develop an alliance with an individual for the purpose of bringing them into or keeping them in ongoing treatment, or meeting basic needs.

**Case Management** - assist individual in gaining access to needed medical, social, education, and other services.

**Peer/Navigator Support** - provide scheduled activities that promote socialization, recovery, self-advocacy, development of natural supports, and maintenance of community living skills. Individuals actively participate in decision-making and the operation of the programmatic supports.

**Referral to Service** - any facilitated linkage to services initiated by individual-stated goal, with or on behalf of the individual (categorized by type: mental health, substance use disorder, medical, housing, insurance, benefits, food, shelter, employment, other).

**Connection to Service** - individual performed intake, attended at least one appointment, or received at least one service related to a referral made by program staff (categorized by type: mental health, substance use disorder, medical, housing, insurance, benefits, food, shelter, employment, other).

### **Ways in which a participant may leave services**

**Service Completion** - individual's needs are being met by other long-term services that they are engaging in (residential treatment, hospitalization, etc.), resulting in program discharge. Individual may be re-referred into services in the future.

**Graduation** - individual fully meets three or more principal goals and staff deem them to exhibit stability for pre-determined amount of time. Individual may be re-referred into services in the future.



**Exit/Termination** - individual declines services, fails to engage with staff for pre-determined amount of time, or is discharged from services due to conduct or other concerns. Individual may be re-referred into services in the future.