

 <p>Washington Association of <b>SHERIFFS &amp; POLICE CHIEFS</b></p>	<p align="center"><b>Grant Award Agreement for Arrest and Jail Alternatives</b></p> <p align="center"><b>DRAFT</b></p>	<p align="center"><b>WASPC Grant Award Number:</b></p> <p align="center">AJA-25-TBD</p>
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**This Grant Award Agreement** is made by and between the Washington Association of Sheriffs and Police Chiefs (WASPC) and TBD (Grantee).

Grantee Name TBD		Grantee Doing Business as (DBA) TBD	
Grantee Address TBD		City TBD	State WA
		ZIP Code TBD	
Grantee Primary Contact TBD	Primary Contact Telephone TBD	Primary Contact Email Address TBD	
Is the grantee a sub-recipient under this agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Grantee Tax Identification Number TBD	

WASPC Grant Program Arrest and Jail Alternatives	WASPC Division/Section Projects and Programs
WASPC Primary Contact Name and Title Jamie Weimer Projects and Programs Manager	WASPC Primary Contact Address 3060 Willamette Dr. NE, STE 200 Lacey, WA 98516
WASPC Contact Telephone (360) 486-2414	WASPC Contact Email Address aja@waspc.org

Grant Start Date July 1, 2025	Grant End Date June 30, 2027	Authority for Award RCW 36.28A.450	Total Award Amount \$TBD
PURPOSE OF AWARD: To provide services to communities in Washington State as set forth in RCW 36.28A.450 and the grantee's grant application.		FUNDING SOURCE(S): <input checked="" type="checkbox"/> Substance Abuse Block Grant (Federal) (\$TBD) <input checked="" type="checkbox"/> General Fund (State) (\$TBD)	
SERVICE AREA: TBD			

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

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**GRANT AWARD AJA-23-007****RECITALS**

The Arrest and Jail Alternatives (AJA) grant program is established via RCW 36.28A.450. 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 an Agreement with TBD will meet WASPC's needs.

NOW THEREFORE, WASPC awards TBD this Grant Award Agreement, the terms and conditions of which will govern Grantee's providing to WASPC the services and data from Grantee's Arrest and Jail Alternatives program.

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

**1 STATEMENT OF WORK (SOW)**

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

**2 DEFINITIONS**

**"Agreement"** or **"Award"** means the same as "Grant" or "Grant Agreement" or "Grant Award Agreement."

**"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 Agreement to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>.

**"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”** where used, shall have the same meaning as “grant” “grant agreement” and “grant award agreement”.

**“Contractor”** where used shall mean the same as “Grantee.”

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

**“Effective Date”** means the first date this Agreement is in full force and effect.

**“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.

**“Grant” or “Grant Agreement” or “Grant Award Agreement”** means this grant document and all schedules, exhibits, attachments, incorporated documents and amendments.

**“Grantee”** means TBD, D/B/A/: N/A, its employees, officers, and agents. Grantee includes any firm, provider, organization, individual or other entity performing services under this Grant Award Agreement. It also includes any Subgrantee retained by Grantee as permitted under the terms of this Agreement.

**“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 Agreement. Including providing guidance on implementation with a commitment to the LEAD Core Principles.

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

**“Overpayment”** means any payment or benefit to the Grantee in excess of that to which the Grantee is entitled by law, rule, or this Award, including amounts in dispute.

**“Public Defender Association,” or Purpose, Dignity, & Action” or “PDA”** means the agency that will provide 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 Agreement and per RCW 36.28A.450.

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

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

**“RCW”** means the Revised Code of Washington. All references in this Agreement 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 Grantee is required to perform under the terms and conditions of this Agreement, including the deliverables and timeline, and is Schedule A hereto.

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

**“Subrecipient”** shall have the meaning given in 45 CFR § 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 CFR § 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 Agreement 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 Agreement 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 Agreement;

3.1.2 Use of professional judgment;

3.1.3 Collaboration with WASPC staff in Grantee'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 Prior to payment of invoices, WASPC will review and evaluate the performance of Grantee in accordance with Agreement and these performance expectations and may withhold payment if expectations are not met or Grantee's performance is unsatisfactory as defined and evaluated by WASPC.

### **3.2 TERM**

3.2.1 The initial term of the Award shall be July 1, 2025 and continue through June 30, 2027, unless terminated sooner as provided herein.

3.2.2 Work performed without an award or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Grantee. WASPC will not pay any costs incurred before the effective date listed on the facesheet attached to this agreement.

3.2.3 A completed Agreement is expected within 30 days following the letter of intent to award. In the event an Agreement is not signed (through no fault of WASPC) by the Grantee within 30 days, WASPC may elect to cease negotiations, and withdraw the award.

### **3.3 DATA COLLECTION**

3.3.1 The Grantee shall utilize the data collection tool selected by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the JULOTA Reach Software. The Grantee must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time services begin at the site(s). The Grantee, if they have not already done so, shall execute the JULOTA "SaaS Use Agreement", which will be separately executed between the Grantee and JULOTA within 30 days of the execution of this Agreement.

### **3.4 COMPENSATION**

3.4.1 The Maximum Compensation payable to Grantee is \$TBD. As this is a multi-year award it is subject to the following restrictions:

- The maximum amount payable to the Grantee for services rendered in year one (July 1, 2025-June 30, 2026) is \$TBD. Funds that are not utilized from year one WILL NOT carryover to year two and are no longer able to be claimed by the Grantee under any circumstances.
  - 3.4.1.2 The maximum amount payable to the Grantee for services rendered in year one (July 1, 2026-June 30, 2027) is \$TBD. Funds that are not utilized from year two WILL NOT carryover to any other period and are no longer able to be claimed by the Grantee under any circumstances.
- 3.4.2 Grantee's compensation for services rendered will be based in accordance with Schedule A: Statement of Work.
- 3.4.3 Federal funds disbursed through this Agreement 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. Grantee agrees to comply with applicable rules and regulations associated with these federal funds and has signed Attachment 2: Federal Compliance, Certification and Assurances.

### 3.5 INVOICE AND PAYMENT

- 3.5.1 Grantee must submit accurate invoices to WASPC utilizing the online billing tool made available to Grantee by WASPC. Invoices are due monthly and should be submitted no later than thirty (30) calendar days following the period for which services are billed. WASPC reserves the right to deny payment for invoices that are submitted forty-Five (45) calendar days beyond the period for which services were provided. An exception to this requirement may be found in 3.5.5.
- 3.5.2 Invoices must describe and document to WASPC's satisfaction a description of the work performed, the progress of the project, fees, and a statement that includes the following language: "We certify pursuant to 2 CFR § 200.201(1)(iii)(3) that the activities described in this invoice and associated report(s) have been completed,,". If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by WASPC prior to payment.
- 3.5.3 Grantee must submit properly itemized invoices to include the following information, as applicable:
- WASPC Award number "AJA-25-TBD"
  - Grantee name, address, phone number
  - Description of Services
  - Date(s) of delivery
  - Net invoice price for each item
  - Applicable taxes
  - Total invoice cost



- 3.5.4 WASPC will return incorrect or incomplete invoices to the Grantee for correction and reissue. The Award Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.
- 3.5.5 Invoices for services rendered under this Agreement from July 1, 2025 to June 30, 2026 MUST be submitted by the Grantee to WASPC by July 14, 2026. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2026 (“Belated Claims”). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.
- 3.5.6 Invoices for services rendered under this Agreement from July 1, 2026 to June 30, 2027 MUST be submitted by the Grantee to WASPC by July 14, 2027. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2027 (“Belated Claims”). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

**3.6 GRANTEE AND WASPC GRANT MANAGERS**

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

Grantee: Grant Manager Information		WASPC: Grant Manager Information	
Name:	TBD	Name:	Jamie Weimer
Address:	TBD	Address:	3060 Willamette Dr NE, STE 200 Lacey, WA 98516
Phone:	TBD	Phone:	(360) 486-2414
Email:	TBD	Email:	aja@waspc.org

**3.7 LEGAL NOTICES**

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

- 3.7.1 In the case of notice to the Grantee:
  - TBD Name
  - TBD Agency
  - TBD Address
  - TBD City, State, Zip
- 3.7.2 In the case of notice to WASPC:
  - Attention: Chief of Staff
  - Washington Association of Sheriffs and Police Chiefs
  - 3060 Willamette Drive NE, STE 200
  - Lacey, WA 98516
- 3.7.3 Notices are effective upon receipt or four (4) business days after mailing, whichever is earlier.
- 3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

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

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

- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Recitals
- 3.8.3 Special Terms and Conditions;
- 3.8.4 General Terms and Conditions;
- 3.8.5 Attachment 1: Federal Compliance, Certifications and Assurances;
- 3.8.6 Attachment 2: Federal Funding Accountability and Transparency Act Data Collection Form;
- 3.8.7 Attachment 3: Federal Award Identification;
- 3.8.8 Attachment 4: Restrictions on Expenditure of Grant;
- 3.8.9 Schedule A: Statement of Work;
- 3.8.10 Exhibit A: 2025-2027 Grant Application Packet; and
- 3.8.11 Any other provision, term, exhibit or material incorporated herein by reference or otherwise incorporated.

### **3.9 INSURANCE**

The Grantee 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 Grantee or Sub-grantee, Subgrantee, or agents of either, while performing under the terms of this Agreement. The Grantee must provide insurance coverage that is maintained in full force and effect during the term of this Award, as follows:

- 3.9.1 Commercial General Liability Insurance Policy—Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, the Grantee is responsible for ensuring that any Sub-grantees and Subgrantees provide adequate insurance coverage for the activities arising out of subgrants and subcontracts.
- 3.9.2 Business Automobile Liability—In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned, hired, or non-owned by the Grantee, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- 3.9.3 Professional Liability Errors and Omissions—Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.9.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name WASPC, its agents and employees as additional insureds 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 Agreement, the Grantee must provide written notice of such to WASPC within one (1) Business Day of Grantee's receipt of such notice. Failure to buy and maintain the required insurance may, at WASPC's sole option, result in this Agreement's termination.
- 3.9.5 The Grantee 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. Grantee must submit renewal certificates as appropriate during the term of the Award Agreement.
- 3.9.6 If the Grantee certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above, Grantee will provide certificates of insurance to that effect to WASPC upon request.

### **3.10 UNALLOWABLE COSTS**

- 3.10.1 Unallowable costs are those that do not meet the criteria of reasonableness, allowability, allocability, and consistency and those that have not received prior written approval from WASPC.

- 3.10.2 While only a portion of the total award comes from restricted sources (Federal funds), WASPC has chosen to apply the most restrictive regulations to all funds made available through this Agreement. These restrictions include but are not limited to those found in 2 CFR § 200 and 45 CFR § 96.135.
- 3.10.3 WASPC reserves the right to recapture, recover, or to apply offsets to future payments to the Grantee for any costs WASPC deems unallowable.

#### **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 Grantee must provide access to any data generated under this Agreement 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 Grantee's reports, including computer models and methodology for those models.

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

No advance payment will be made for services furnished by the Grantee pursuant to this Agreement.

##### **4.3 AMENDMENTS**

This Agreement 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 The Grantee may not assign or transfer all or any portion of this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.39, Subcontracting/Subgranting, without the prior written consent of WASPC, which may be withheld at WASPC's sole discretion. Any permitted assignment will not operate to relieve the Grantee 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 Agreement 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 Agreement will be null and void.
- 4.4.2 WASPC may assign this Agreement 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 the Grantee.
- 4.4.3 This Agreement will inure to the benefit of and be binding on the parties hereto and their permitted successors and assignees.

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

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

#### **4.6 AUDIT**

If Grantee is required by OMB Super Circular 2 CFR § 200.501 and 45 CFR § 75.501 to have an audit of their financial statements, the Grantee must submit the results of that audit to WASPC no later than 90 (ninety) calendar days after those results are delivered to the Grantee 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, the Grantee will notify WASPC of the change. The Grantee 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 The Grantee acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. The Grantee 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 Agreement, to release it only to authorized employees or Subgrantees or Subgrantees requiring such information for the purposes of carrying out this Agreement, 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. The Grantee agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
- 4.8.2 The Grantee agrees to comply with all confidentiality requirements of 42 USC section 37899 and 20 CFR § 22 that are applicable to collection, use and revelation of data or information. The Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 CFR § 22 and, in particular, section 22.23.
- 4.8.3 WASPC reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Grantee through this Agreement. Violation of this section by the Grantee or its Subgrantees or Subgrantees may result in termination of this Agreement and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.8.4 The obligations set forth in this section will survive completion, cancellation, expiration, suspension, or termination of this Agreement.

#### **4.9 GRANTEE'S PROPRIETARY INFORMATION**

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

#### **4.10 CONFORMANCE WITH 2 CFR § 200 AND RELEVANT STATE AND LOCAL LAWS**

4.10.1 Grantee is required to maintain compliance with 2 CFR § 200, its appendices, subparts, and state and local law.

4.10.2 Grantee is required to maintain compliance with 45 CFR § 96.135—Restrictions on expenditures of grant.

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

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement 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 Grantee for the purpose of securing business. WASPC will have the right, in the event of breach of this clause by the Grantee, to annul this Agreement without liability or, in its discretion, to deduct from the price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### **4.12 DEBARMENT**

By signing this Agreement, the Grantee 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). The Grantee agrees to include the above requirement in any and all subgrants and subcontracts into which it enters, and also agrees that it will not employ debarred individuals. The Grantee must immediately notify WASPC if, during the term of this Agreement, The Grantee becomes debarred. WASPC may immediately terminate this Agreement by providing the Grantee written notice, if the Grantee becomes debarred during the term hereof.

#### **4.13 DISPUTES**

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

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

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

- Be in writing.
- Include a written description of the dispute.
- State the relative positions of the parties and the remedy sought.
- State the Agreement number and the names and contact information for the parties.
- This dispute resolution process constitutes the sole administrative remedy available under this Agreement. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

#### **4.14 ENTIRE AGREEMENT**

WASPC and the Grantee agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement, except as provided in the section titled "*Warranties*".

#### **4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)**

- 4.15.1 This grant 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.
- 4.15.2 To comply with the act and be eligible to enter into this Agreement, the Grantee must have a Unique Entity Identification Number (UEID). A UEID provides a method to verify data about your organization. If the Grantee does not already have one, a UEID is available free of charge by registering with [www.sam.gov](http://www.sam.gov).
- 4.15.3 Information about the Grantee and this Grant 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 Agreement and must be completed and returned along with the Agreement.

#### **4.16 FORCE MAJEURE**

A party will not be liable for any failure of or delay in the performance of this Agreement 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.

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

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

- 4.17.1 Terminate this Agreement pursuant to the section titled: Termination for Non-Allocation of Funds;
- 4.17.2 Renegotiate the Agreement under the revised funding conditions; or
- 4.17.3 Suspend Grantee's performance under the Agreement upon five (5) Business Days' advance written notice to the Grantee. 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 Grantee's performance to be resumed prior to the normal completion date of this Agreement.
- 4.17.4 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.
- 4.17.5 When WASPC determines in its sole discretion that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance. Upon the receipt of this notice, the Grantee 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.
- 4.17.6 If the Grantee's proposed resumption date is not acceptable to WASPC and an acceptable date cannot be negotiated, WASPC may terminate this Agreement by giving written notice to the Grantee. The parties agree that the Agreement 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 Agreement for services rendered prior to the retroactive date of termination.

#### **4.18 GOVERNING LAW**

This Agreement 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 Pierce County, Washington.

#### **4.19 HUMAN SUBJECTS PROTECTION**

The Grantee agrees to comply with the requirements of 28 CFR § 46 and all Office of Justice Programs



policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, and subject informed consent.

#### **4.20 WASPC NETWORK SECURITY**

The Grantee agrees not to attach any Grantee-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 Agreement and other penalties.

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

#### **4.21 INDEMNIFICATION**

The Grantee 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 the Grantee, its officers, employees, or agents, subgrantees, or Subgrantees, their officers, employees, or agents, in the performance of this Agreement. 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 the section titled "Confidential Information Protection" and the section titled "Confidentiality Breach-Required Notification."

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

#### **4.22 INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that a Grantor to Grantee relationship will be created by this Agreement with WASPC being the Grantor. The Grantee and its employees or agents performing under this Agreement are not employees, officers, or agents of WASPC. The Grantee will not hold itself out as or claim to be an officer or employee of WASPC by reason hereof, nor will Grantee make any claim of right, privilege or benefit that would accrue to such employee, officer, or agent under law. Conduct and control of the work will be solely with Grantee.

#### **4.23 INDUSTRIAL INSURANCE COVERAGE**

Prior to performing work under this Agreement, the Grantee must provide or purchase industrial insurance coverage for the Grantee'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 Agreement.

#### **4.24 LEGAL AND REGULATORY COMPLIANCE**

- 4.24.1 During the term of this Agreement, the Grantee must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement and all other applicable federal, state and local laws, rules, and regulations.

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

4.24.3 Failure to comply with any provisions of this section may result in the termination of this Agreement.

#### **4.25 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 Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the WASPC Authorized Representative.

#### **4.26 NO THIRD-PARTY BENEFICIARIES**

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

#### **4.27 NONDISCRIMINATION**

During the performance of this Agreement, the Grantee 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 Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Grantee may be declared ineligible for further contracts with WASPC.

#### **4.28 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.

#### **4.29 OVERPAYMENTS TO GRANTEE**

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

#### **4.30 PAY EQUITY**

4.30.1 Grantee represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this agreement, 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 Grantee, (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.

- 4.30.2 Grantee 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.
- 4.30.3 Bona fide job-related factor(s) may include, but not be limited to, education, training, or experience, which is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.30.4 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.
- 4.30.5 Notwithstanding any provision to the contrary, upon breach of warranty and Grantee’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 Agreement.

#### **4.31 PUBLICITY**

- 4.31.1 The award of this Grant to Grantee is not in any way an endorsement of Grantee or Grantee’s Services by WASPC and must not be so construed by Grantee in any advertising or other publicity materials.
- 4.31.2 Grantee agrees to submit to WASPC, all advertising, sales promotion, and other publicity materials relating to this Agreement or any Service furnished by Grantee in which WASPC’s name is mentioned, language is used, or Internet links are provided from which the connection of WASPC’s name with Grantee’s Services may, in WASPC’s judgment, be inferred or implied. Grantee 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.

#### **4.32 RECORDS AND DOCUMENTS REVIEW**

- 4.32.1 The Grantee must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement 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 Agreement. At no additional cost, these records, including materials generated under this Agreement, 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].

- 4.32.2 The Grantee must retain such records for a period of six (6) years after the date of final payment under this Agreement.
- 4.32.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **4.33 REMEDIES NON-EXCLUSIVE**

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

#### **4.34 RIGHT OF INSPECTION**

The Grantee 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 Agreement.

#### **4.35 RIGHTS IN DATA/OWNERSHIP**

- 4.35.1 WASPC and Grantee agree that all data and work products (collectively "Work Product") produced pursuant to this Agreement 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. Grantee 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.
- 4.35.2 If for any reason the Work Product would not be considered a work for hire under applicable law, Grantee 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.
- 4.35.3 Grantee 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.
- 4.35.4 Grantee will not use or in any manner disseminate any Work Product to any third party, or represent in any way Grantee ownership of any Work Product, without the prior written permission of WASPC. Grantee will take all reasonable steps necessary to ensure that its agents, employees, or Subgrantees will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

4.35.5 Material that is delivered under this Agreement, 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. Grantee 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 Grantee.

4.35.6 Grantee must identify all Preexisting Material when it is delivered under this Agreement 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. Grantee 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 Grantee with respect to any Preexisting Material delivered under this Agreement.

#### **4.36 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 Agreement; (iii) the copyright in any work developed under this Agreement; and (iv) any rights of copyright to which Grantee purchases ownership under this Agreement.

#### **4.37 SERVICES TO PERSONS WITH LIMITED ENGLISH PROFICIENCY**

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

#### **4.38 SEVERABILITY**

If any provision of this Agreement 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 Agreement that can be given effect without the invalid provision, and to this end the provisions or application of this Agreement are declared severable.

#### **4.39 SITE SECURITY**

While on WASPC premises, Grantee, its agents, employees, or Subgrantees 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 Grantee staff for any real or threatened breach of this provision. Upon reassignment or termination of any Grantee staff, Grantee agrees to promptly notify WASPC.

#### **4.40 SUBGRANTING**

- 4.40.1 Neither Grantee, nor any Subgrantees, may enter into subcontracts for any of the work contemplated under this Agreement 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 Grantee to WASPC for any breach in the performance of Grantee's duties.
- 4.40.2 Grantee 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.
- 4.40.3 Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are included in any subcontracts.
- 4.40.4 If at any time during the progress of the work WASPC determines in its sole judgment that any Subgrantee is incompetent or undesirable, WASPC will notify Grantee, and Grantee must take immediate steps to terminate the Subgrantee's involvement in the work.
- 4.40.5 The rejection or approval by WASPC of any Subgrantee or the termination of a Subgrantee will not relieve Grantee of any of its responsibilities under the Agreement, nor be the basis for additional charges to WASPC.
- 4.40.6 WASPC has no contractual obligations to any Subgrantee or vendor under Agreement to the Grantee. The Grantee is fully responsible for all obligations, financial or otherwise, to its Subgrantees.

#### **4.41 SURVIVAL**

The terms and conditions contained in this Agreement that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement will survive. The right of WASPC to recover any Overpayments will also survive the termination of this Agreement.

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

- 4.42.1 **CORRECTIVE ACTION PLAN**—In the event that WASPC determines that the Grantee has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Agreement (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 Grantee is unable to complete the CAP, WASPC reserves its right to proceed with Termination or Suspension as outlined in the General Terms of this Agreement.

**SUSPENSION**—If WASPC reasonably determines that the Grantee has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Agreement (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 Grantee. A Notice of Suspension acts to suspend this Agreement in its entirety, including suspending payment for future services provided by Grantee.

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

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

**TERMINATION FOR DEFAULT**—In the event WASPC determines that Grantee has failed to comply with the terms and conditions of a corrective action plan or the terms of this Agreement, WASPC has the right to suspend or terminate this Agreement. WASPC will notify Grantee 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 Agreement may be terminated. WASPC reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Grantee or a decision by WASPC to terminate the Agreement.

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

If it is determined that Grantee: (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."

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

**TERMINATION FOR NONALLOCATION OF FUNDS**—If funds are not allocated to continue this Agreement in any future period, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. 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 Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee 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.

**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 Agreement and prior to normal completion, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. 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 Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee 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.

**TERMINATION FOR CONFLICT OF INTEREST**—Both WASPC and Grantee may terminate this Agreement by written notice to the other party if either WASPC or Grantee 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 Grantee's internal policy. In the event this Agreement is so terminated, WASPC will be entitled to pursue the same remedies against the Grantee as it could pursue in the event Grantee breaches the Agreement.

#### **4.43 TERMINATION PROCEDURES**

- 4.43.1 Upon termination of this Agreement, WASPC, in addition to any other rights provided in this Agreement, may require Grantee to deliver to WASPC any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.
- 4.43.2 WASPC will pay Grantee the agreed-upon price, if separately stated, for completed work and services accepted by WASPC and the amount agreed upon by the Grantee and WASPC for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by WASPC; and (iv) the protection and preservation of property, unless the termination is for default, in which case WASPC will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13 Disputes. WASPC may withhold from any amounts due the Grantee such sum as WASPC determines to be necessary to protect WASPC against potential loss or liability.
- 4.43.3 After receipt of notice of termination, and except as otherwise directed by WASPC, Grantee must:
- Stop work under the Agreement on the date of, and to the extent specified in, the notice;
  - 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 Agreement that is not terminated;
  - Assign to WASPC, in the manner, at the times, and to the extent directed by WASPC, all the rights, title, and interest of the Grantee 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;

- 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;
- Transfer title to and deliver as directed by WASPC any property required to be furnished to WASPC;
- Complete performance of any part of the work that was not terminated by WASPC; and
- Take such action as may be necessary, or as WASPC may direct, for the protection and preservation of the records related to this Agreement that are in the possession of the Grantee and in which WASPC has or may acquire an interest.

#### **4.44 WAIVER**

Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Agreement 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 Agreement on behalf of WASPC.

#### **4.45 WARRANTIES**

- 4.45.1 Grantee represents and warrants that it will perform all services pursuant to this Agreement 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.
- 4.45.2 Grantee 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.
- 4.45.3 Any written commitment by Grantee within the scope of this Agreement will be binding upon Grantee. Failure of Grantee to fulfill such a commitment may constitute breach and will render Grantee liable for damages under the terms of this Agreement. For purposes of this section, a commitment by Grantee 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 Grantee to WASPC or contained in any Grantee publications, or descriptions of services in written or other communication medium, used to influence WASPC to enter into this Agreement.

**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 Grantee 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 Agreement. For clarification regarding any of these elements or details specific to the federal funds in this Agreement, contact: Jamie Weimer, Projects and Programs Manager.
- 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 TBD. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under WASPC Grant No. **AJA-25-TBD**.
  - 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 \$1,000,000 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 Grantee 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**

Chief of Staff  
 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, **TBD**. 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 Grantee, 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 Agreement 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 Agreement 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Grantee not be able to provide this certification, an explanation as to why should be placed after the assurances page in the Agreement.

The Grantee agrees by signing this Agreement 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 Grantee 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 Grantee’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 Agreement 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 Agreement, 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 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 Agreement officer or other designee on whose Agreement 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:

Chief of Staff

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 Agreement, 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 Agreement, 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 Agreement, 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 Grant 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee shall provide immediate written notice to the department or agency to whom this Agreement is submitted if at any time the prospective Grantee 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 Agreement is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective Grantee agrees by submitting this Agreement 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 Grantee further agrees by submitting this Agreement 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 Grantee 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 Agreement 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 Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach an explanation to this proposal.

DRAFT



**FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES**  
**Grantee SIGNATURE REQUIRED**

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

DRAFT

**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 Agreement, Grantee must have a Unique Entity Identification Number (UEID). A UEID provides a method to verify data about your organization. If Grantee does not already have one, a UEID is available free of charge by registering with SAM.gov.

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

**Grantee**

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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<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 Grantee Authorized Representative attests to the information.**

Signature of Grantee Authorized Representative	Date
--	------

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

**FOR WASPC USE ONLY**

WASPC Grant Number: **AJA-25-TBD**

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

*Arrest and Jail Alternatives. Funds made available through this subaward to TBD 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**  
**(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 (WASPC)
(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;	July 1, 2023 – June 30, 2026
(vi) Amount of Federal Funds Obligated by this action;	\$1,000,000.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$1,000,000.00
(viii) 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.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.959 Substance Abuse Prevention & 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 minimis (15%)

**ATTACHMENT 4: 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.

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

DRAFT

**SCHEDULE A: STATEMENT OF WORK****PURPOSE**

WASPC intends to enter into an agreement with TBD for purposes of establishing/continuing 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.

**WASPC RESPONSIBILITIES**

1. WASPC will provide a Grant Manager to monitor all progress under the program. To accomplish this monitoring function, WASPC staff may access de-identified data related to program services.
2. The Grant Manager shall provide timely response to Grantee communication.

**Grantee RESPONSIBILITIES**

1. Grantee must
  - 1.1. Employ tools and strategies to accurately identify individuals with substance use disorders and other behavioral health needs who are known to commit law violations, at or prior to the point of arrest, and immediately engage those individuals with appropriate community-based care and support services that have been proven to be effective for marginalized populations by experience or peer-reviewed research or that are credible promising practices; and
  - 1.2. Establish and maintain capacity to receive ongoing referrals to the same community-based care approach for persons with substance use disorders and other behavioral health needs encountered in jail, with an emphasis on securing the release of those individuals whenever possible consistent with public safety and relevant court rules.
  - 1.3. Establish and maintain an Operational Workgroup that consists of the following members:
    - Community-based organizations;
    - Local government;
    - Law enforcement;
    - Prosecutors;
    - Public health experts;
    - Organizations led by and representing individuals with past justice system involvement; and
    - Public safety advocates.
  - 1.4. Engage with the Law Enforcement Assisted Diversion National Support Bureau (LEAD NSB) for technical assistance regarding best practices for prebooking diversion programs.

*Any recommendations made by LEAD NSB are to be seriously considered; however, it is up to the Grantee as to how best to operationalize recommendations. The grantee maintains final responsibility and accountability for their program and outcomes. This requirement does not create any requirement directing the Grantee to submit to monitoring by the LEAD NSB.*



1.5. Work toward at least one of the following outcomes:

- Reduction in arrests, time spent in custody, and/or recidivism for program participants;
- Increase access to and utilization of non-emergency community behavioral health and/or substance use services;
- Reduction in the utilization in emergency services;
- Increased resilience, stability, and well-being for program participants; and/or
- Reduction in cost for the justice system in comparison to processing cases as usual through the justice system.

1.6. Perform Contract Deliverables.

**DELIVERABLES AND CONSIDERATION**

WASPC will authorize a payment for each deliverable only upon satisfactory completion and acceptance and only for allowable costs (see section 3.10 for Unallowable Costs).

July 1, 2025 - June 30, 2026	Payment Frequency	Scheduled Payment Amount	Maximum Award
Deliverable 1: Sign and Return AJA Contract within 30 days of the Date of Issuance (10% FY'25 Award).	1		
GFS:			
SABG:			
Deliverable 2: Conduct Site Development Plan in consultation with LEAD NSB within 90 days of contract effective date (10% FY'25 Award).  <i>WASPC does not require a copy of the Plan from Grantee. Proof of completion is required for the deliverable.</i>	1		
GFS:			
SABG:			
Deliverable 3: The Grantee is required to consult with the LEAD NSB for technical assistance each month.  <i>Grantee will report dates of monthly technical assistance occurrences in the monthly report/invoice to WASPC.</i>	TBD		
GFS:			
SABG:			
Deliverable 4: Monthly Data Collection and Reporting.  <i>WASPC will provide a template for monthly reports/invoices.</i>	12		
GFS:			
SABG:			
Deliverable 5: Monthly check-in with WASPC Team.  <i>WASPC and grantee will connect at least monthly. An on-site monitoring visit will occur in Fall 2025 and an on-site Desk Monitoring Visit will Occur in Spring 2026.</i>	TBD		
GFS:			
SABG:			

Deliverable 6: Distribute AJA Program Surveys Provided by WASPC (October 2025 and April 2026).  <i>WASPC will provide stakeholder survey for distribution.</i>	2		
GFS:			
SABG:			
Deliverable 7: Monthly Provision of AJA Services to at least 75% of Projected Capacity.  <i>Projected capacity for each month will be reported in the previous month's report and invoice.</i>	12		
GFS:			
SABG:			
Deliverable 8: Submit Annual Report (due with final FY'25 Invoice).  <i>WASPC will provide an annual report template.</i>	1		
GFS:			
SABG:			
Deliverable 9: Participate in Multi-Site AJA Meeting.  <i>This will be an in-person meeting.</i>	1		
GFS:			
SABG:			
<b>Total:</b>			
GFS:			
SABG:			

July 1, 2026 - June 30, 2027	Payment Frequency	Scheduled Payment Amount	Maximum Award
Deliverable 1: Submit Updated Program Description (Highlight any Significant Program Changes) (10% FY'25 Award).  GFS: SABG:	1		
Deliverable 2: Review Site Development Plan in consultation with LEAD NSB within 90 days of contract effective date (10% FY'25 Award).  <i>WASPC does not require a copy of the Plan from Grantee. Proof of completion is required for the deliverable.</i>	1		
GFS: SABG:			
Deliverable 3: The Grantee is required to consult with the LEAD NSB for technical assistance each month.	TBD		

<i>Grantee will report dates of monthly technical assistance occurrences in the monthly report/invoice to WASPC.</i>			
GFS:			
SABG:			
Deliverable 4: Monthly Data Collection and Reporting.  <i>WASPC will provide a template for monthly reports/invoices.</i>	12		
GFS:			
SABG:			
Deliverable 5: Monthly check-in with WASPC Team.  <i>WASPC and grantee will connect at least monthly. An on-site monitoring visit will occur in Fall 2026 and an on-site Desk Monitoring Visit will Occur in Spring 2027.</i>	TBD		
GFS:			
SABG:			
Deliverable 6: Distribute AJA Program Surveys Provided by WASPC (October 2025 and April 2026).  <i>WASPC will provide stakeholder survey for distribution.</i>	2		
GFS:			
SABG:			
Deliverable 7: Monthly Provision of AJA Services to at least 75% of Projected Capacity.  <i>Projected capacity for each month will be reported in the previous month's report and invoice.</i>	12		
GFS:			
SABG:			
Deliverable 8: Submit Annual Report (due with final FY'25 Invoice).  <i>WASPC will provide an annual report template.</i>	1		
GFS:			
SABG:			
Deliverable 9: Participate in Multi-Site AJA Meeting.  <i>This will be an in-person meeting.</i>	1		
GFS:			
SABG:			
<b>Total:</b>			
GFS:			
SABG:			

### **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.

**EXHIBIT B: 2025-2027 GRANT APPLICATION PACKET**  
**(As Attached)**

DRAFT