

**INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
HEALTH CARE AUTHORITY, CRIMINAL JUSTICE TRAINING COMMISSION, AND  
WASHINGTON ASSOCIATION OF SHERIFF'S AND POLICE CHIEFS**

THIS AGREEMENT is made and entered into by and between the Washington State Health Care Authority, hereinafter referred to as HCA, Criminal Justice Training Commission (CJTC), and Washington Association of Sheriff's and Police Chiefs (WASPC), pursuant to the authority granted by Chapter 39.34 RCW.

**1. PURPOSE**

The purpose of this Agreement is to set forth the agreement of the parties regarding the establishment and funding of criminal justice diversion programs per Sec. 215.37 of the 2019-2021 biennium Operating Appropriations found in Engrossed Substitute House Bill 1109. CJTC will establish a grant program to expand alternatives to arrest and jail per Second Substitute House Bill 1767, signed into Law on May 13th 2019.

**2. ROLES AND RESPONSIBILITIES**

The parties will perform and provide the services detailed in the attached *Exhibit A: Deliverables Table* and as described below.

**a. HCA will perform the following:**

- Collaborate with CJTC, WASPC, and the Law Enforcement Assisted Diversion (LEAD) National Support Bureau (NSB) to ensure that initiatives and efforts that fall under this MOU are coordinated with other criminal justice diversion programs in Washington State.
- Ensure timely response and payment of invoices submitted through A-19s by CJTC.

**b. CJTC will perform the following:**

- Operate as the fiscal agent for dissemination of the State and Federal funds associated with HB 1767. This will include coordinating all budgeting, accounting, and invoicing between WASPC and any of the selected grantees that are awarded funding through competitive solicitation.

**c. WASPC will perform the following:**

- 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.
- Through consultation with LEAD NSB, award grants to local jurisdictions based on locally developed proposals to establish or expand existing programs.
- Appoint a peer review panel, through consultation with LEAD NSB, integrated managed care organizations and behavioral health organizations must review the grant applications. The peer review panel must include experts in harm reduction and civil rights experts.
- Prioritize grant applications following guidelines set forth in RCW 36.28A.450.1(3), 36.28A.450.1(4), and 36.28A.450.7

- Contract with grantees selected through the competitive solicitation process.
- Facilitate payment to selected grantees under the solicitation in accordance with State General Fund and Substance Abuse Block Grant (SABG) funding guidelines (Attachment 1).
- Establish data collection and reporting requirements for grantees that meet the following guidelines:
  - Track client engagement and describe how they will impact one or more of the expected outcomes of the grant program.
  - Establishment an evaluation plan for pre-booking diversion programs per standards established by LEAD NSB.
  - Ensure that efforts funded under this grant program remain exclusive from any programs funded under RCW 36.28A.440.
  - Ensure that grant awards are geographically distributed, where possible, across Washington State.
  - Develop and Submit an annual report consistent with RCW 36.28A.450.9

### 3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement is **date of mutual execution** through **June 30, 2021**, unless terminated sooner or extended, as provided herein.

### 4. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$2,000,000**. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be based on the rates and amounts specified in the attached *Exhibit A: Deliverables Table*, and must abide by any applicable restrictions stated in *CFR Title 45, Part 96, §96.135*, incorporated into this Agreement as *Attachment A: Restrictions on Expenditure of Grant*.

### 5. BILLING PROCEDURE

- a. CJTC must submit accurate invoices via e-mail to [Acctspay@hca.wa.gov](mailto:Acctspay@hca.wa.gov) (copy the Contract Manager) for all amounts to be paid by HCA. Invoices must include the HCA contract number “**K3976**.”
- b. Invoices must describe and document to HCA’s satisfaction a description of the work performed, the progress of the project, and any applicable fees.
- c. All invoices will be reviewed and must be approved by HCA’s Contract Manager or his/her designee prior to payment.
- d. Payment for approved and completed work will be made by warrant or account transfer by HCA within 30 days of receipt of the invoice. Upon expiration/termination of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration/termination date.

### 6. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

## 7. **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

## 8. **CONTRACT MANAGEMENT**

The contract manager for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.

The Contract Manager for HCA—Tony Walton; [Tony.Walton@hca.wa.gov](mailto:Tony.Walton@hca.wa.gov); (360) 725-9992

The Contract Manager for CJTC—Brian Elliott; [belliott@cjtc.wa.gov](mailto:belliott@cjtc.wa.gov) ; (206) 865-7337

The Contract Manager for WASPC—Kim Goodman; [kgoodman@waspc.org](mailto:kgoodman@waspc.org) ; (360) 486-2380

## 9. **DISALLOWED COSTS**

CJTC and WASPC are responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## 10. **DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## 11. **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
- b. Any other provisions of the agreement, including materials incorporated by reference.

**12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

**13. RECORDS MAINTENANCE**

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**14. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**15. TERMINATION**

Either party may terminate this Agreement for convenience upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**16. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**17. WAIVER**

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**18. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Washington State Health Care Authority**

**Criminal Justice Training Commission**

DocuSigned by:  
*Annette Schuffenhauer*  
Signature

*[Handwritten Signature]*  
Signature

Chief Legal Officer      10/7/2019  
Title                              Date

*Exec. Director - 10/16/19*  
Title                              Date

**Washington Association of Sheriffs and Police Chiefs**

Signature

Title                              Date

<b>Exhibit A: Deliverables Table</b>			
July 1, 2019 through June 30, 2021			
	<b>Deliverable</b>	<b>Due Date</b>	<b>Up to:</b>
<b>1</b>	Washington Association of Sheriffs and Police Chiefs (WASPC), in consultation with the law enforcement assisted diversion national support bureau(LEAD-NSB), shall develop and implement a grant program in accordance with RCW 36.28A.450.	November 30 <sup>th</sup> , 2019	
<b>2</b>	The WASPC, in consultation with the law enforcement assisted diversion national support bureau, must develop a plan, timetable, and budget that transitions the grant program into a performance based contract format and establish an evaluation framework. This plan must be submitted to the Washington State Legislature by December 1 <sup>st</sup> 2019.	December 1 <sup>st</sup> , 2019	
<b>3</b>	WASPC will submit an Annual Report to HCA and the Legislature. The report must include information on grant recipients, use of funds, and outcomes and other feedback from the grant recipients.	December 1 <sup>st</sup> of every year that the program is funded.	
	<b>TOTAL</b>		<b>\$1,000,000.00</b> <b>Annually</b>

**Attachment 1**  
**Restrictions on Expenditure of Grant**  
(CFR 45, Title 45, Part 96, §96.135)

**§ 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.