



Department of Community and Human Services  
Behavioral Health and Recovery Division  
206-263-9000 – TTY Relay: 711

## KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022

Contractor Washington State Criminal Justice Training Commission  
Project Title MIDD Behavioral Health Sales Tax  
Contract Amount \$1,189,347  
Contract Period From: January 1, 2021 To December 31, 2022  
DUNS No. (if applicable) \_\_\_\_\_ SAM No. (if applicable) \_\_\_\_\_

THIS CONTRACT No. 6200103 is entered into by KING COUNTY (the "County"), and Washington State Criminal Justice Training Commission (the "Contractor") whose address is 19010 1st Avenue S., Burien, WA 98148.

2021-2022			
PROGRAM	FUNDING SOURCE	FEDERAL CFDA #	AMOUNT
MIDD	COUNTY		\$1,189,347
BH	FEDERAL		\$0
	STATE		\$0
	COUNTY		\$0
		<b>MIDD Total</b>	\$1,189,347
		<b>BH Total</b>	\$0
		<b>TOTAL</b>	\$1,189,347

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

**1. Contract Services and Requirements, and Incorporated Exhibits**

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

**This form is available in alternate formats upon request for persons with disabilities.**

<input type="checkbox"/> King County Integrated Care Network (KCICN) Base Provider Agreement	Attached hereto as Exhibit I
<input type="checkbox"/> Behavioral Health Administrative Services Organization (BH-ASO) Base Agreement	Attached hereto as Exhibit II
<input type="checkbox"/> Rules and Regulations Appendix	Attached hereto as Exhibit III
<input checked="" type="checkbox"/> Certificates of Insurance/Endorsements	Attached hereto as Exhibit IV
<input type="checkbox"/> KCICN and BH-ASO Schedule of Services	Attached hereto as Exhibit V
<input type="checkbox"/> KCICN and BH-ASO Compensation Schedule	Attached hereto as Exhibit VI
<input checked="" type="checkbox"/> Locally Funded Schedule of Services	Attached hereto as Exhibit VII
<input checked="" type="checkbox"/> Locally Funded Compensation Schedule	Attached hereto as Exhibit VIII
<input type="checkbox"/> BH-ASO Base Agreement: Native American Addendum	Attached hereto as Exhibit IX
<input checked="" type="checkbox"/> Crisis Intervention Training Scope of Work	Attached hereto as Exhibit A

## 2. Term

- a. This Contract shall commence on January 1, 2021, and shall terminate on December 31, 2022, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- b. This Contract may be extended through December 31, 2023 in yearly increments upon agreement of the parties. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

## 3. Compensation and Method of Payment

### a. Compensation:

The County shall reimburse the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

### b. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

### c. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not

submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

d. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

**4. Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

**5. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

**6. Maintenance of Records**

a. Accounts and Records:

The Contractor shall maintain, for a period of six years after termination of this contract, accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

b. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities — including those of any subcontractor assigned any portion of this Contract. in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any

applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

## **7. Evaluations and Inspections**

### **a. Subject to Inspection, Review, and Audit:**

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

### **b. Medical Records:**

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) 70.41.190, 70.02.160, and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

### **c. Contract Performance Monitoring:**

The Contractor shall cooperate with the County or its agent to assess the Contractor's performance under this Contract and to make available all information reasonably required by any such performance measurement and evaluation processes. The results and records of these processes shall be maintained and disclosed in accordance with RCW Chapter 42.56.

### **d. Unauthorized Disclosure:**

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

## **8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> .

## **9. Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [DCHScontracts@kingcounty.gov](mailto:DCHScontracts@kingcounty.gov) by the stated due date.

- a. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- b. If the Contractor is a local government in the state of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial

statement audits are due to the County within 150 days after the close of the Contractor’s fiscal year end as required by RCW 43.09.230.

- c. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
<b>Gross Revenue</b>	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
<b>Required Documentation</b>	<ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
<b>Due Date</b>	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor’s fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor’s fiscal year.

- d. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County’ sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

[DCHScontracts@kingcounty.gov](mailto:DCHScontracts@kingcounty.gov) for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor’s Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

**10. Corrective Action**

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services (each a “breach”), and if the County determines that the breach warrants corrective action, the following procedure will apply:

a. Written Notification:

The County will notify the Contractor in writing of the nature of the breach;

b. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. The date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions;

c. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

d. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.;

e. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

f. Non-Waiver of Right:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12., Subsections B, C, D, and E.

**11. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

**12. Termination**

a. Termination for Convenience:

This Contract may be terminated by the County or the contractor without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

b. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process

described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

c. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

d. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

**13. Hold Harmless and Indemnification**

a. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

b. Contractor's Duty to Repay County:

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract.

c. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

d. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

e. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

**14. Insurance Requirements**

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Prior to signing this Contract, Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits. Evidence of Insurance and endorsements shall be included as Exhibit IV to this Contract.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein.

Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or



provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Examples of coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

**15. Assignment**

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

**16. Subcontracting**

a. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

b. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

c. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

d. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

**17. Nondiscrimination and Payment of a Living Wage**

a. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

b. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their gender, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at:

c. Payment of a Living Wage:

In accordance with King County Ordinance 17909, for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay and require all Subcontractors to pay a living wage, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at

<http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

**18. Conflict of Interest**

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees

a. Compliance with King County Code of Ethics:

The Contractor agrees to comply with applicable provisions of King County Code (KCC) 3.04. Failure to comply with such requirements shall be a material breach of this contract and may result in termination of this Contract and subject the Contractor to the remedies stated in this Contract, or otherwise available to the County at law or in equity.

b. Penalties:

The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

c. Former King County Employees:

The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

**19. Equipment Purchase, Maintenance, and Ownership**

a. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that cost \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment, is upon the purchase or receipt; the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

b. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

**20. Proprietary Rights**

a. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

b. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

c. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**21. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**22. King County Recycled Product Procurement Policy**

If paper copies are required, in accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**23. Future Support**

The County makes no commitment to support the contracted services and assumes no obligation for future support of the contracted activity(ies) except as expressly set forth in this Contract.

**24. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

**25. Contract Amendments**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

**26. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each parties contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**27. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

**28. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**29. No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third-party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**30. Non-Waiver of Breach**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

**31. Force Majeure**

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

a. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

b. Duty to Minimize Disruption and Give Notice:

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

c. Extension of Time:

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

d. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust

deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

**32. Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- a. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- b. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

**33. Contractor Certification**

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and agrees to comply with all of the contract terms and conditions detailed on that site, including applicable Emergency Response , EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

DocuSigned by:  
*Steve Andryszewski* FOR

King County Executive

12/14/2020

Date

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

DocuSigned by:  
*Sue Rahr*

Signature

Sue Rahr

Name (Please type or print)

12/14/2020

Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

**EXHIBIT A**  
**WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION**  
**CRISIS INTERVENTION TRAINING**  
**SCOPE OF WORK**

**I. WORK STATEMENT**

The Contractor shall provide Crisis Intervention Training (CIT) in coordination with the King County Sheriff's Office (KCSO) to increase the number of law enforcement officers and other first responders in King County who are trained in CIT. The program described in this Exhibit is provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan Initiative PRI-08 – *Crisis Intervention Training Program for King County Sheriff, Police, Jail Staff and Other First Responders*.

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	\$1,189,347	01/01/2021 – 12/31/2022
Total	\$1,189,347	01/01/2021 – 12/31/2022

The total amount of reimbursement for this Exhibit shall not exceed \$1,189,347 for the period of January 1, 2021 through December 31, 2022. Ongoing funding for the full two years of the Exhibit shall be contingent on program performance, ability to support potential scope of work changes and continued funding availability.

**II. PROGRAM DESCRIPTION**

A. Goal

1. To provide effective prevention and intervention strategies for those most at risk and most in need to reduce or prevent more acute illness, high-risk behaviors, incarceration, and other emergency medical or crisis responses.
2. To divert youth and adults with mental health and/or substance use disorders (SUDs) from initial or further justice system involvement.
3. To reduce the number of people with mental health disorders and/or SUD (behavioral health disorders) using costly interventions like jail, emergency rooms, and hospitals.
4. To explicitly link with and further other council-directed efforts including the Adult and Juvenile Justice Operational Master Plans, the Ten-Year Plan to End Homelessness in King County, the Veterans and Human Services Levy Service Improvement Plan, and the Recovery Plan for Mental Health Services.
5. To increase the knowledge base and skill set of law enforcement officers and other first responders in responding to calls involving individuals who may be affected by behavioral health disorders.
6. To promote strong, collaborative ties between law enforcement and other first-responder agencies and the behavioral health services community.

## B. Objectives

1. To provide CIT for law enforcement officers, other first responders and associated stakeholders in King County as well as an annual regional conference.
2. To increase the use of community resources resulting in decreased jail bookings, hospitalizations, and emergency department admissions for people with behavioral health disorders.
3. To improve the safety of, and reduce injuries to, law enforcement officers, other first responders, community members, and individuals with behavioral health disorders in crisis.
4. To identify CIT-trained officers to relieve and assist routine patrol on calls involving persons with behavioral health disorders, allowing routine patrol officers to quickly return to responding to other calls for service.
5. To collaborate with the King County Crisis Triage Administrator in efforts to improve training opportunities for first responders and other stakeholders and conduct system-level planning to address training needs related to behavioral health disorders.

## C. Eligibility

Eligible participants include law enforcement officers, firefighters, emergency medical technicians, ambulance drivers, and jail corrections officers throughout King County. When space is available, other interested stakeholders in King County who would benefit from training may also be invited to participate.

## D. General Program Requirements

1. The Contractor shall provide services under this Exhibit in compliance with Chapter 43.101 Revised Code of Washington (RCW) criminal justice training commission – education and training standards boards.
2. The Contractor shall be solely responsible for compliance with generally accepted professional and ethical standards and for the quality of the services performed. All duties performed by the Contractor shall be consistent with the applicable requirements of all formal bodies, governmental or otherwise, to which the Contractor and its personnel are subject with respect to licensing, certification, registration, and/or accreditation.

## E. Program-Specific Requirements

1. The Contractor shall meet the minimum target numbers of 600 participants in any CIT course or related activity per year.
2. The Contractor shall adhere to the “Washington State Criminal Justice Training Commission Crisis Intervention Training: Training Objectives and Expectations” document, as provided by the County.

## III. PERFORMANCE MEASUREMENT AND EVALUATION

### A. Performance Measurement and Evaluation Planning Process



The Contractor shall name a person who will lead performance measurement, evaluation, and continuous quality improvement activities for each addendum. A Performance Measurement and Evaluation (PME) Plan shall be co-developed for each Program. The PME Plans are intended to detail the activities necessary to provide both Parties with useful information for decision-making, planning and program management. Both Parties shall work collaboratively to identify relevant measures of service delivery, quality and Program results, and then determine the mechanisms by which required information will be collected, managed and reported. Department of Community and Human Services/Behavioral Health and Recovery Division (DCHS/BHRD) and its PME unit are responsible for providing a first draft of the PME Plans. The PME Plans shall be considered final after written acceptance is received by both Parties. Email communication is sufficient.

## B. Performance Measures

Performance measures for each addendum under this Agreement shall be measured using individual-level data and/or aggregate data submitted pursuant to this Agreement, and each addendum's PME Plan. Specific data elements and reporting mechanisms and frequency shall be defined in each PME Plan. If requested by DCHS/BHRD, additional evaluation activities, such as focus groups, surveys, or more rigorous evaluation projects, may also be included in the PME Plans.

At least one of each type of performance measure (below) shall be included in the final PME Plans:

1. Quantity of service provided: How much did we do?
2. Quality of service provided: How well did we do it?
3. How clients have been impacted: Is anyone better off?

Once developed and accepted by each Party, The Contractor and/or its subcontractors, shall be required to adhere to and perform the reporting and other services described in the PME Plans. If subcontractors are fulfilling any of or all the activities outlined in this Agreement, The Contractor shall be responsible for coordinating and combining the subcontractors' data and submitting it to the DCHS/BHRD as outlined in the PME plans. The Contractor's and/or its subcontractors' failure to meet any specific performance targets or other metrics outlined in the PME Plans shall not constitute a breach of this Agreement or any individual addendum.

## C. Evaluation and Reporting

The Contractor shall submit the MIDD standard dataset electronically to DCHS/BHRD via the secure file server using a spreadsheet format provided by DCHS/BHRD or via the BHRD Management Information System. The Contractor shall work with the MIDD evaluation team to identify the program-specific data elements and to determine data transmission methods which will be detailed in PME Plans.

Data are due 15 calendar days after the end of the month for which quarterly/monthly data are being reported unless otherwise specified in PME Plans. Data shall be complete and accurate. PME will review each data submission and notify The Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

If subcontractors are fulfilling any or all of the activities outlined in this agreement, The Contractor shall be responsible for coordinating and combining the subcontractors' data and submitting it to BHRD. However, the Contractor's and/or their subcontractors' failure to meet any specific performance targets or other metrics outlined in the PME Plans shall not constitute a breach of this Agreement or any individual addendum.

The Contractor shall participate in MIDD evaluation activities as detailed in Performance Measurement and Evaluation (PME) Plans (detailed above and provided separately). The Contractor will also comply with the MIDD Evaluation Plan for MIDD-funded programs as applicable.

### III. COMPENSATION AND METHOD OF PAYMENT

#### A. Billing Invoice Package

1. The Contractor shall submit quarterly an Actual Quarterly Expenditures Report (AQER), provided by BHRD, that consists of a paper invoice based on fixed administrative costs and actual training costs by participating law enforcement agency, and other reports submitted electronically via email attachment or in hard copy as stated in Section IV. REPORTING REQUIREMENTS below and BHRD contract general requirements.
2. The Contractor AQER shall be signed by an authorized signer on file with BHRD.
3. The AQER is due within 15 days after the beginning of each calendar quarter, specifically on April 15, 2021, July 15, 2021, October 15, 2021, January 7, 2022, April 15, 2022, July 15, 2022, October 17, 2022, and January 7, 2023. The Contractor is expected to submit an AQER even for calendar quarters where there are not services billed or where the Contractor has depleted their funding.
4. The Contractor shall give prior notice to its BHRD Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Notes section of the invoice the reason for submitting a supplemental AQER.

#### B. Method of Payment

1. Payment for training and related activity costs, including program evaluation and improvement activities, shall be provided quarterly on an actual cost reimbursement basis. Total reimbursement for training and related activity costs shall not exceed \$1,189,347 for the Exhibit period.
  - a. CIT trainings and related activities shall be funded up to a maximum amount of \$12,000 per training day, as resources allow. To remain within budget allocation, reimbursement for backfill or overtime costs within the maximum training day allocation may be discontinued and costs for trainings will be limited to those costs identified in III.B.1.a.iv and III.B.1.a.v. Exceptions to this maximum allowable amount may be requested to the County. Exception requests must be submitted to the BHRD Contract Monitor for approval prior to invoicing and must include documentation regarding the justification for the additional costs. Training shall consist of the following allowable costs, except as otherwise noted:
    - i. Law enforcement agencies shall be reimbursed for overtime or backfill costs, for law enforcement personnel attending as training participants, at a flat rate of

- \$61 based on applicable wages per participant across all participating agencies in King County as funding allows;
- ii. Fire departments shall be reimbursed for overtime or backfill costs, for fire department personnel, non-paramedic, attending as training participants, at a flat rate of \$55 per hour based on applicable wages per participant across all participating fire departments in King County, as funding allows;
  - iii. Fire departments shall be reimbursed for overtime or backfill costs, for paramedic personnel attending as training participants, at a flat rate of \$69 per hour based on applicable wages per participant across all participating fire departments in King County, as funding allows;
  - iv. Correction departments shall be reimbursed for overtime or backfill costs, for correction/jail staff attending as training participants, at a flat rate of \$51 per hour, set to match the Trueblood Settlement overtime or backfill rates for corrections personnel, per participant across all participating correction departments in King County, as funding allows;
  - v. Reimbursement for specialized training instructors and participants shall be made based on CJTC negotiated rates, and any future approved CIT instructor reimbursement protocol for instructor rates, stipends, and honorariums; and
  - vi. Training materials, refreshments and transportation (if applicable).
- b. Training administration costs shall be reimbursed within the 40-hour CIT training budget for any and all costs associated with providing all the King County-sponsored CIT activities within this Exhibit specific to actual or administrative costs that are regular and expected with supporting documentation.
  - c. Training support may be provided up to \$1,000 per offering, if requested by an outside agency to support access to in-house CIT related courses by agencies outside the host agency. Backfill and overtime support may be provided to agencies outside of the host agency that send staff to attend these CIT related courses.
  - d. Reimbursement for one-time-only and unanticipated miscellaneous training costs shall be paid up to a maximum amount of \$5,000 per calendar year, not to exceed \$10,000 for the Exhibit period, based on actual miscellaneous expenditures with supporting documentation.
  - e. The Contractor shall submit an annual training plan, including operating budget, by February 5, 2021 and February 4, 2022 for instructor development and training costs for the KCSO staff funded by King County MIDD. Reimbursement for all instructor development and training costs shall be paid based on actual expenditures with supporting documentation.
  - f. The Contractor shall submit the schedule and estimated budget by February 5, 2021, for implementation of the CIT Coordinators Committee meetings and statewide CIT coordination efforts for the length of the Exhibit. Reimbursement will be paid based on actual expenditures with supporting documentation.
2. The Contractor shall be reimbursed for administrative and programmatic support staff not to exceed \$231,440 for the period of January 1, 2021 through December 31, 2022.

- a. The Contractor shall report monthly staff coverage based on a 40-hour work week (including leave time) plus overtime, if applicable, in a format provided by BHRD.
- b. Reimbursement for administrative and programmatic staff shall be made in one-fourth amounts of \$28,930 for the period of January 1, 2021 through December 31, 2022.
3. The Contractor shall administer the CIT and be reimbursed quarterly for indirect costs in one-fourth amounts of \$14,867. Total reimbursement for indirect costs shall not exceed \$118,935 for the period of January 1, 2021 through December 31, 2022.
4. The Contractor shall not invoice and charge the County for items and services which are specifically paid for by another source of funds.
5. Payment shall be made quarterly subject to submission of an AQER and any reporting requirements as specified in this Exhibit.

#### **IV. REPORTING REQUIREMENTS**

##### **A. Monthly Reports**

The Contractor shall submit training information in a reporting format approved by BHRD for the MIDD Advisory Committee (AC) Crisis Diversion Services Subcommittee on the following:

1. The number and type of training activities held;
2. The number of completed participants per training by participating agency;
3. The number of no-shows, cancellations, and incompletes per training, by participating agency; and
4. The upcoming trainings scheduled for the following months.
5. Current status of class offerings due to COVID-19 restrictions, including updates regarding planning efforts to ensure availability of training opportunities in a safe and effective manner.

##### **B. Quarterly Reports**

1. The Contractor shall submit data on the number of participants who complete training, by participating agency and by type of training, under this Exhibit on a quarterly basis in a reporting format approved by BHRD.
2. The Contractor shall submit data on the number of participants, by participating agency, who completed Train-the-Trainer classes under this Exhibit on a quarterly basis in a reporting format approved by BHRD.
3. The Contractor shall submit copies of the meeting agendas and minutes as well as a current list of CIT Coordinators Committee members.
4. The Contractor shall submit documentation of participation in community meetings and trainings by the KCSO staff funded by King County MIDD, including trainings provided by KCSO staff with supporting documentation consisting of a description and date of the event.

5. The Contractor shall submit data on the total number of participants who have attended any CIT trainings and related activities, by participating agency, since program implementation (October 2010).

C. Annual Reports and Other One-Time-Only Reports

The Contractor shall submit data on the number of participants by participating agency who attend the annual Regional Conference under this Exhibit in a reporting format approved by BHRD.

**WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION  
CRISIS INTERVENTION TRAINING  
TRAINING OBJECTIVES AND EXPECTATIONS**

Crisis Intervention Training (CIT) provides training to law enforcement and other first responders in effectively assisting and responding to people with behavioral health (mental health and/or substance use) disorders. The training provides education, skills and resources to better equip first responders to help individuals access the most appropriate and least restrictive services while preserving public safety.

The goals for the King County CIT program are to increase safety for first responders, individuals and the community; increase options and tools when responding to individuals in crisis; and encourage and increase the use of community-based resources to more effectively and appropriately address the needs of individuals with behavioral health disorders. Viewing this program through an equity and social justice lens, CIT provides for the availability of early diversion opportunities intended to reduce the overutilization of systems that serve to criminalize and pathologize individuals with behavioral health disorder and keep them locked in cycles of criminal and crisis system involvement

The King County CIT model works diligently to acknowledge and address the complexity of behavioral health-related needs that first responders are called upon to address, and the critical nature of the first responder role in assisting individuals with behavioral health disorders. No single model or procedure can address all the potential situations law enforcement and other first responders may be called upon to provide assistance. Variability in populations, resources and staffing are important considerations that need to be taken into account when developing training programs. Providing opportunities for specialized trainings that meet the varying needs of the multiple agencies working within King County is a component of the King County CIT program that continues to expand and grow.

The Washington State Criminal Justice Training Commission (WSCJTC) will continue to support the training needs of law enforcement and other first responder agencies through the provision of all currently developed and available CIT training and related activities. They will also continue to identify, develop, and/or revise as needed, expanded training opportunities and resources to increase the knowledge, skills and resources of first responders, including non-law enforcement personnel, who are working with individuals in crisis.

This document provides information for the WSCJTC on the objectives and expectations regarding the King County CIT program activities and helps clarify the philosophical and practical approaches that guide the program.

**Training Assessment and Coordination Efforts:**

1. Conduct an annual training needs assessment of participating law enforcement and corrections agencies, within the scope of available resources, which will inform the training schedule.
2. Ensure that trainings and related services are provided in accordance with the King County Crisis Intervention Training (CIT) Mental Illness Drug Dependency (MIDD) Initiative PRI-08, and are developed in collaboration with the King County Behavioral Health and Recovery Division's (BHRD) Crisis Triage Administrator and WSCJTC. Any changes to the training initiative, courses, or material must meet the following criteria prior to implementation:

- a. Collaborate with and, if substantive changes are being considered, obtain approval from, the BHRD Crisis Triage Administrator regarding coordination and improvement efforts related to CIT training development and implementation.
  - b. Participate in County-convened meetings relevant to the implementation and ongoing program development of the CIT programs, including the MIDD Advisory Committee's Crisis Diversion Services (CDS) subcommittee. WSCJTC shall comply with recommendations approved by the CDS Subcommittee, in collaboration with WSCJTC, regarding program development.
  - c. Incorporate feedback and recommendations from the CIT-King County Coordinator's Committee, in order to ensure ongoing quality improvement and program development activities are occurring. In addition, an annual review of best practices and standards will be utilized to update the CIT programming overall.
  - d. Expand collaboration with community advocates and service providers in the ongoing implementation and development of the CIT program.
3. The Contractor shall engage in ongoing program development based on program evaluation activities and recommendations, including a yearly review of stakeholder and trainee participant feedback for potential curriculum revisions. This can include:
    - a. A developed plan for ongoing audit and feedback structure utilizing law enforcement, other first responders in the community, consumers, advocates, behavioral health providers, and community stakeholders.
    - b. Opportunities to observe training content, provide programmatic feedback, and allow for continual quality improvement activities, as well as assess for programmatic drift away from objectives of the trainings.
    - c. Identified strategies and protocols for consumers, advocates, and behavioral health providers to observe CIT training activities to provide programmatic feedback and to share their perspectives with the Contractor and, if relevant, the CIT Coordinator's Committee.
  4. Provide support for, and facilitation of, the CIT King County Coordinator's Committee meetings, as well as assistance with collaboration efforts regarding coordinating trainings, communications, and resources. In addition, WSCJTC shall provide representation from CIT King County at any statewide meetings regarding crisis intervention programs and practices.
  5. KCSO staff funded by the MIDD shall participate in local community meetings and trainings and provide trainings relevant to the CIT program and law enforcement as requested by associated stakeholders, to assist with relationship and collaboration building efforts across multiple systems and community partners.
  6. Reference that the CIT courses are funded by the King County MIDD and provided in collaboration with the King County Sheriff's Office (KCSO) and BHRD, in all written public materials created for this project.

### **Instruction Expectations and Teaching Methods:**

1. The Contractor will provide a team-taught model, utilizing the KCSO CIT Coordinator or other applicable subject matter experts (e.g. Fire/EMS, Corrections) and a Mental Health Professional trainer with crisis response expertise, for the de-escalation and resource presentations in the basic 8-hour in-services and 40-hour courses currently available or developed under this exhibit. Common interactions and available techniques for responding will be built into the curriculum.
2. Instruction activities that support the trainees' and instructors' understanding of the Sequential Intercept Model<sup>1</sup> (SIM) and the continuum of interventions and resources within this model will be provided.
3. WSCJTC will work to ensure that all instructors for all CIT program activities are able to respond to differences in adult learning styles and presentations include the use of interactive methods for instruction. This includes:
  - a. Review of current presentation blocks by the WSCJTC on an annual basis to ensure material is consistent across presentations.
  - b. Encourage instructors to utilize interactive teaching methods, rather than relying on a primarily lecture-based model, that fosters active participation by the participants and helps support the trainee's understanding of the concepts and methods taught.
    - i. The use of activities should be incorporated throughout the training and not limited to one segment of the training.
    - ii. Activities can include, but are not limited to: role-playing/scenarios, experiential learning, critical thinking, group/individual problem solving, and reflection exercises to increase learning retention.
  - c. Determine, with the assistance of the instructor(s), how to incorporate additional focus on skills-based scenario practice and information review during the course of the week.
  - d. Ensure that presentations focus on signs and symptoms of, and strategies for responding to, behavioral health disorders, with less emphasis on diagnoses.
4. Specialized training instructors will be included as needed for CIT courses.
  - a. Subject matter should be presented by people with documented professional or personal experience, or who have been identified as experts in the field.
  - b. Paid instructors or subcontractors shall be compensated on a per diem, stipend, or honorarium basis;

---

<sup>1</sup>Mark Munetz, MD and Patricia A Griffin, PhD; Sequential Intercept Model; Cited from Policy Research Associates website: <https://www.prainc.com/sim/> on Jan. 14, 2019.



- i. There shall be written documentation between WSCJTC and the instructor or subcontractor which includes a signed agreement regarding training topic(s), the reimbursement plan, and any administrative assistance to be provided; and
    - ii. WSCJTC will submit a list of instructors to BHRD for approval prior to their participation in CIT courses whenever possible. In situations where prior approval is not able to be obtained, notification to BHRD will be provided within five working days after the instructor's participation in the training.
  - c. The assigned KCSO CIT Coordinator should be present and actively engaged at all CIT activities, as applicable, for their entire duration in order to provide law enforcement subject matter expertise and be a resource for all training instructors.
5. Two or more instructor development training opportunities will be offered annually by the WSCJTC.
  6. WSCJTC will work to ensure that trainers and subcontractors reinforce the importance of experience and relationships in responding to individuals in behavioral health crisis via the following:
    - a. The first responder, behavioral health provider, and the individual in crisis shall be viewed as partners in de-escalating the crisis;
    - b. A focus on identifying the best way to collaborate when approaching individuals in crisis when both first responders and behavioral health workers are present (e.g. identify strategies for combined response and information sharing, develop a plan prior to intervening to clarify what to do when safety issues are present, etc.); and
    - c. All partners should be viewed as experts in their field whose skills and knowledge help ensure appropriate intervention and response.
  7. WSCJTC will develop an 8-hour Advanced CIT course that includes skills-based refresher training and advanced de-escalation techniques. This training should be ready for pilot testing in 2021 depending on status of COVID-19 allowable activities. This training timeline may be revised should the state Legislature pass legislation and provide support requiring a statewide Advanced/Enhanced CIT training program for all Washington counties.
  8. The Contractor shall ensure the de-escalation presentation should include interactive discussions with first responders to determine their main concerns and/or difficulties regarding specific populations and how to intervene. The de-escalation section should:
    - a. Provide skills-based focused learning activities, utilizing research on best practices for promoting adult learning;
    - b. Encourage the use of real-life scenarios encountered by the training participants to identify and discuss appropriate and available intervention techniques;
    - c. Work with stakeholder and training partners to identify and prepare scenarios specific to the training participant's role;

- d. Ensure that the primary focus of scenarios is on the types of day-to-day interactions that training participants encounter in their work;
  - e. Provide opportunities during the course of the training to strategize, discuss, and role play intervention techniques in order to increase the training participant's understanding and comfort-level in using the interventions; and
  - f. Allow for a limited focus on scenarios they may encounter, but are less common, that will assist training participants in responding to cases where public and responder safety issues are elevated.
9. Legal updates for law enforcement and corrections staff, which impact crisis intervention response and the delivery of services in relation to Use of Force incidents, will be incorporated into the applicable training activities.
10. Engagement opportunities that encourage conversations between consumers/family members and law enforcement officers and which allow consumers/family members to share personal experiences and impacts of having a law enforcement response to a behavioral health need or crisis, will be maintained and expanded. Engagement opportunities should:
- a. Allow for focused and intentional discussions regarding what the consumers/family members would have liked to have happen in these interactions and how the system could be more helpful;
  - b. Provide a person-centered perspective that allows individuals to be viewed in context of the whole person rather than narrowly defined by a crisis encounter(s);
  - c. Utilize consumer and advocacy groups to help identify ways to encourage engagement and promote conversation, including the possibility of developing a list of prepared questions and/or recommended topics to discuss, if indicated; and
  - d. Encourage law enforcement and other first responders to use these engagement opportunities to respond to and educate consumers/family members on the roles and responsibilities of first responders in these situations.
11. A focus will be provided on the identification of least restrictive options available to first responders in all training activities.
- a. The CIT Coordinator should engage in ongoing auditing of the mock scenes to gather information on what the training participants have learned and how they may or may not be utilizing response strategies (de-escalation) and/or resources available to them.
  - b. Training participants should be engaged in post-scenario (mock scenes) debriefings to discuss the use of de-escalation techniques, how they made a decision about where to refer, and any rationale they may have utilized for utilizing more restrictive settings, such as hospitals, to resolve a crisis scenario. These debriefings can be used to help an officer understand how to document their decisions in their report writing.

12. Mock scenes will include consistent expectations and delivery, as well as clearly defined learning objectives.
  - a. Mock scene raters and actors should be provided with training on the objectives and expectations of all scenarios to ensure consistency and understanding of the intention behind each scene.
  - b. Ongoing and regular observation of the mock scene raters and actors should be employed by the WSCJTC to ensure training participants receive consistent feedback.
13. Program evaluation and improvement activities will be utilized to regularly assess training and program effectiveness, and to identify and facilitate quality improvement strategies.
14. WSCJTC will ensure that any new CIT-related courses developed under the associated Exhibit should be piloted with law enforcement and other public safety professionals/first responder partners, consumers/advocates, behavioral health provider agencies, and other experts in the field to insure presentations are clear and provide an accurate representation of material being taught. Pilot testing will provide opportunities to address potential issues prior to implementation and help ensure the presenter(s) is prepared to respond to subject matter questions outside or beyond the scope of the presentation material that may arise.
15. The Contractor will incorporate training components that address the impacts of trauma on crisis response.

**Training Activities:**

1. WSCJTC will provide CIT activities during the Exhibit period as listed below, as allowable based on COVID-19 allowable activities. WSCJTC will include updates on the monthly report on the availability of training.
  - a. 40-hour Crisis Intervention Team curriculum delivered to law enforcement officers and other first responders in King County. At least 15 trainings will be offered with space to hold a minimum of 12 and a maximum of 24 participants per training.
  - b. Eight-hour basic CIT in-service courses for law enforcement officers and associated stakeholder partners in King County. At least 12 basic CIT in-service courses will be offered with space to hold a minimum of 12 and a maximum of 60 participants per training. The preference is for classes to have no more than 35 participants, with the ability to adjust for additional capacity based on need and demand.
  - c. Eight-hour CIT Force Options courses for law enforcement officers who have participated in a prior 8-hour or 40-hour CIT course in King County. At least 6 CIT Force Options courses will be offered with space to hold a minimum of 12 and a maximum of 22 participants per training.
  - d. Eight-hour CIT for Fire Department/Emergency Medical Services (EMS) personnel. At least 4 CIT courses across these options will be offered with space to hold a minimum of 12 and a maximum of 60 participants per training.

- e. Additional specialized one-day trainings may be offered with space to hold a minimum of 12 and a maximum of 35 participants per training, and may include:
    - i. Eight-hour CIT for law enforcement dispatch/911 operators and corrections personnel.
    - ii. Eight-hour Mental Health First Aid for Law Enforcement, Corrections, and Public Safety training curriculum;
    - iii. Eight-hour Youth-focused CIT curriculum; and
    - iv. Additional courses, including advanced training content, as identified and developed based on the annual training needs assessment and upon request.
  - f. A CIT Regional Conference shall be held annually to share information on tools, equipment, and resources available to help with providing training, education, and support to those in mental health or SUD crisis.
  - g. Train-the-Trainer class curriculums may be offered as resources allow to agencies that request it in order to become in-house trainers for crisis intervention or Mental Health First Aid for Law Enforcement, Corrections, and Public Safety, with space to hold a minimum of 12 and a maximum of 25 participants per training. The class will train the students to teach the Mental Health First Aid for Law Enforcement, Corrections, and Public Safety, CIT Force Options, or youth-based CIT courses.
  - h. WSJCTC may coordinate with other relevant law enforcement agencies to facilitate access, as able and allowable, to in-house CIT-related courses for other law enforcement agencies outside the host agency who wish to participate.
  - i. Additional innovative trainings related to crisis intervention and response may be developed and implemented, with prior approval by the Contractor and BHRD, to address specialized populations and topics as requested or identified though the annual needs assessment and/or stakeholder feedback.
2. Refreshments and space for training breaks will be provided to CIT participants. Training activities will include working and immersion lunches to maximize training time with visits from consumers, stakeholders, and resource groups. WSCJTC will work to enhance the use of technology and data measures to track and analyze knowledge and skills gained over the course of training.
3. CIT activities will be provided at the Contractor site or other sites within King County as approved by the Behavioral Health and Recovery Division (BHRD) and KCSO.

**Expenses and Reimbursement:**

- 1. Administrative and programmatic support for the ongoing administrative, fiscal, development, quality improvement, and management activities of the CIT program will be provided and managed by WSCJTC.

2. Necessary office space will be provided by WSCJTC for the on-site staff positions identified in this exhibit, including basic office equipment and technology.
3. Costs associated with the CIT Coordinators Committee, statewide CIT collaboration efforts, and developing instructor capacity and improvement activities will be reimbursed as training administration costs. Evaluation of program effectiveness and quality improvement measures to be implemented will be included in the training administration costs at the rate identified by the educational institution with which WSCJTC contracts.
4. KCSO staff funded by MIDD will follow KCSO travel approval procedures. Contractor-proposed revisions to the submitted annual training plan for instructor development and training costs for the KCSO staff will require an updated plan be submitted to BHRD for prior approval, with a minimum 30 days' notice, for any additional training requests.
5. If actual costs for the CIT Coordinators Committee meetings and statewide CIT coordination efforts are determined to be more than ten percent of the original estimated budget assumptions provided in the proposal, an updated request shall be submitted to BHRD for approval prior to requesting reimbursement. Reimbursement for costs not identified on the annual plan requires prior approval from BHRD.

**EXHIBIT VII**  
**Behavioral Health and Recovery Division (BHRD)**  
**Locally Funded Schedule of Services**

**Identification of Contracted Services**

Provider shall provide covered services, as indicated in the Contracted Services Grid below, within the scope of Provider's business and practice, in accordance with the King County Behavioral Health Policies and Procedures (KCBH P&P), and the requirements of any applicable government sponsored program.

**Contracted Services Grid**

<b>Contracted Timeframe</b>	<b>Service</b>
<b><i>MIDD Locally Funded Programs</i></b>	
	1811 Intensive Case Management Services
	Behavioral Health Services in Rural King County Grant
	CDP Education
	Children's Domestic Violence Response Team
	Community Driven Grants
	Corrections-based SUD Treatment Services
January 1, 2021 – December 31, 2022	Crisis Intervention Training
	Crisis Outreach Response – Young Adults
	Domestic Violence Behavioral Health Services
	Domestic Violence Behavioral Health Services and Culturally Specific Supports
	Domestic Violence/Sexual Assault Behavioral Health Systems Coordination
	Emergency Dept/Psych Emergency Services Care Manager
	Emergency Department (ED) Behavioral Health Rapid Response Team
	Family Support Organization
	Family Treatment Court Wraparound
	Forensic Treatment Program at CCAP
	Housing Outreach Partners (HOP)
	Housing Services for Regional MH Court
	Involuntary Tx Triage
	Juvenile Justice Assessment Team (JJAT)

<b>Contracted Timeframe</b>	<b>Service</b>
	LEAD
	Low-Barrier Buprenorphine Service Expansion
	Medication-Assisted Treatment – Shelters/Encampments
	Mental Health First Aid
	Older Adult Substance Use
	Peer Bridger Program
	Peer Respite
	Rapid Re-housing
	Reaching Recovery Housing for Criminal Legal System-Involved
	Reaching Recovery Tx for Criminal Legal System-Involved
	Recovery Café
	Recovery Support Services
	Reentry Case Management Services
	Clubhouse Services
	Sexual Assault Behavioral Health Services
	Youth Connection Services
	SBIRT – Emergency Department Services
	School-Based Screening, Brief Intervention and Referral to Services (SB-SBIRT)— Community Prevention and Wellness Initiative (CPWI) Pilot Partnership
	School-Based SBIRT
	SEP Supported Employment Program
	South King County Pretrial Services – Behavioral Health Services
	Standard Supportive Housing Rental Assistance
	SUD Peer Recovery Services
	Workforce Development
	Wraparound
	Zero Youth Detention Behavioral Health Pilot Project

<b>Other Locally Funded Programs</b>	
	Ticket to Work
	Crisis Respite Services
	Diversion and Re-entry Housing and Support
	DRS Community Outreach and Advocacy Team (COAT)
	Evidence Based Practices
	Familiar Faces ICMT/Vital Program
	Family Integrated Transitions
	Functional Family Therapy
	GAIN Training/QA Review
	Infrastructure Development
	Jail-based MAT
	LEAD Expansion for Trueblood III Class Members
	Medication-Assisted Treatment Expansion
	Multisystemic Therapy
	Opioid Overdose Prevention Services
	Pre-Employment Transition Services
	Sobering Adult Case Management
	South KC Housing First Program
	Substance Use Treatment And Recovery (STAR) Program for Individuals with Intellectual and Developmental Disabilities
	Timely Response to Adverse Childhood Experiences (TRACE)
	Trueblood Phase III Interim Housing and Supports
	Veterans Reentry Case Management Program
	Recovery Advocacy
	Youth Diversion Services
	Youth Engagement Program



**EXHIBIT VIII  
LOCALLY FUNDED COMPENSATION SCHEDULE**

This compensation schedule for Locally Funded services are set forth in Washington State Criminal Justice Training Commission Funding Overview found at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/BHRDContractReg.aspx>. The Funding Overview provides information regarding maximum reimbursement amounts for behavioral health services whose funding is local and managed by the Behavioral Health and Recovery Division (BHRD). The Funding Overview includes information regarding compensation, payment methodology and required invoices.

**Contractor: Washington State Criminal Justice Training Commission**

Scope of Work	Funding Source	Payment Methodology	Effective Dates	Fund Source Allocation	Maximum Allocation
Crisis Intervention Training			January 1, 2021 - December 31, 2022		\$1,189,347
	County (MIDD PRI-08)	Quarterly Payment	January 1, 2021 - December 31, 2022	\$1,189,347	
<b>TOTAL:</b>					<b>\$1,189,347</b>