

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202406038

Originating Department:	District Court
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	Jake Wiebusch
Contractor's / Agency Name:	Administrative Office of the Courts

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): 1AA25101 CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s): _____ Contract Cost Center: _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |

Contract Amount:(sum of original contract amount and any prior amendments):
\$ 178,600.00

This Amendment Amount:
\$ _____

Total Amended Amount:
\$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

This agreement will allow for the Administrative Office of the Court to reimburse Whatcom County District Court for eligible Mental Health Court related expenses up to \$178,600.
AOC contract 1AA25101

Term of Contract: 7/1/24	Expiration Date: 6/30/25
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- Contract Routing:
- | | |
|--|---------------------|
| 1. Prepared by: <u>Jake Wiebusch</u> | Date: <u>7/8/24</u> |
| 2. Attorney signoff: <u>George Roche, per email 6/26/24</u> | Date: _____ |
| 3. AS Finance reviewed: <u>Andrew Tan, per email 6/28/24</u> | Date: _____ |
| 4. IT reviewed (if IT related): _____ | Date: _____ |
| 5. Contractor signed: _____ | Date: _____ |
| 6. Executive contract review: _____ | Date: _____ |
| 7. Council approved, if necessary: _____ | Date: _____ |
| 8. Executive signed: _____ | Date: _____ |
| 9. Original to Council: _____ | Date: _____ |

INTERAGENCY AGREEMENT – IAA25101
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
WHATCOM COUNTY DISTRICT COURT PROBATION
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Whatcom County District Court Probation (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$178,600.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$178,600.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$178,600.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$144,712.00
Staff Equipment & Technology	\$0.00
Team Training/Travel	\$25,388.00
Treatment Services	\$7,000.00
Recovery supports	\$1,500.00
Other Direct Costs	\$0.00
Total Amount	\$178,600.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. 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 must 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;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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 shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not 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.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Mindy Nelson-Oakes PO Box 41170 Olympia, WA 98504-1170 Mindy.Nelson-Oakes@courts.wa.gov	Jake Wiebusch 311 Grand Ave. Suite 406 Bellingham, WA 98225 jwiebusc@co.whatcom.wa.us

XIX. ENTIRE AGREEMENT

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 are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Signature *Date*

Dawn Marie Rubio
Name

State Court Administrator
Title

Signature *Date*

Satpal Sidhu
Name

County Executive
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver's license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	



Jake Wiebusch, Administrator
District Court and Probation Administrator

APPROVED AS TO FORM:

Approved by email, 6/26/24 _____
George Roche
Chief Civil Deputy Prosecutor

SATPAL SIDHU, County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared SATPAL SIDHU to me known to be the Whatcom County Executive who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he is authorized to executed said instrument.

IN WITNESS WHEREOF, I have hereunto my hand and affix my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires: