

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202302008

Originating Department:	District Court Probation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	Bruce Van Glubt
Contractor's / Agency Name:	City of Bellingham
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> 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): \$ <u>100,000.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>100,000.00</u>	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 Interlocal Agreement addresses the administrative oversight of the City of Bellingham Domestic Violence Perpetrator Opportunity for Services (DVPOTS) funds. The County and City have worked collaboratively on this Interlocal Agreement as well as the DVPOTS Implementation Guide.	
Term of Contract:	Expiration Date: <u>12-31-24</u>

Contract Routing:	1. Prepared by: <u>Bruce Van Glubt</u>	Date: <u>12/21/22</u>
	2. Attorney signoff: <u>Karen Frakes - Approved by email</u>	Date: <u>9/9/22</u>
	3. AS Finance reviewed: <u>Marianne Caldwell - Approved by email</u>	Date: <u>9/9/22</u>
	4. IT reviewed (if IT related): <u>NA</u>	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>2-3-23</u>
	7. Council approved (if necessary): <u>Approved AB2023-016</u>	Date: <u>1/24/23 / 1/10/23</u>
	8. Executive signed: _____	Date: <u>2-3-23</u>
	9. Original to Council: _____	Date: <u>2-10-23</u>

**INTERLOCAL AGREEMENT
BETWEEN WHATCOM COUNTY AND THE CITY OF
BELLINGHAM REGARDING DOMESTIC VIOLENCE
PERPETRATOR OPPORTUNITY FOR TREATMENT SERVICES
(DVPOTS)**

This Interlocal Agreement (the “Agreement”) is made and entered into this day by and between Whatcom County, (the “County”) and the City of Bellingham (the “City”), collectively referred to as the “Parties.”

WHEREAS, Whatcom County currently experiences insufficient capacity of, and local accessibility to, certified treatment for defendants who have a history of violent behavior toward intimate partners and family members; and

WHEREAS, these treatment services are often ordered by the courts as part of criminal justice proceedings in an effort to reduce future harm and reduce incarceration; and,

WHEREAS, the Parties support funding for the expansion of these treatment services locally; and

WHEREAS, the purpose of the Domestic Violence Perpetrator Treatment Services Program (“DVPOTS”) is to use allocated funds to pay for domestic violence perpetrator assessments and treatment for qualifying indigent defendants, who have no readily available source of funding to access services independently; and

WHEREAS, the Parties have worked collaboratively on the DVPOTS Implementation Guide which establishes an objective screening process for determining defendant eligibility for program funds, treatment agency eligibility for reimbursement for services, specific criteria for reimbursement for services, reimbursement rates, assessment and treatment progress report standards, and distribution of funds; and

WHEREAS, in recognition that the County has established a protocol and procedure for distribution and documentation of the domestic violence perpetrator funds, and has agreed to provide continued administrative oversight of DVPOTS, the City is allocating general funds to DVPOTS to reimburse assessment and treatment expenses for defendants referred by Bellingham Municipal Court.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

- 1. ADMINISTRATION AND PURPOSE:** The County, through Whatcom County District Court Probation, agrees to administer DVPOTS, to include the following functions: (1) administer the expenditure of City allocated funds for treatment which shall be used to pay for treatment expenses for defendants referred by Bellingham Municipal Court; (2)

screen or assist the court in screening for indigency and other qualifying factors; (3) apply agreed upon prioritized criteria in the event of diminished program funds; (4) determine treatment program eligibility and treatment program reporting requirements; (5) evaluate and report regarding defendants' suspension, termination and reinstatement of funding; and (6) provide reports regarding program outcomes, when appropriate and agreed to by the Parties. The Program shall be administered in accordance with the DVPOTS Implementation Guide which is attached and incorporated herein as Exhibit A. Elements of the Implementation Guide may be amended administratively, without County Council or City Council approval, provided that the amendments remain consistent with the objectives of DVPOTS as stated in this Agreement and are agreed upon by the Parties in writing.

2. FINANCIAL COMMITMENT: The City will commit an annual amount for this program based on the proposed budget expenditure authorization of \$100,000, subject to Section 5 of this agreement. These funds are intended to be expended solely to reimburse assessment and treatment expenses for defendants referred by Bellingham Municipal Court. In the event that the administrative oversight of DVPOTS by Whatcom County District Court Probation exceeds the anticipated workload, this section and other provisions of this Agreement that may relate to resource needs and funding will be subject to renegotiation.

3. INVOICES: The County shall submit a monthly invoice to the City, which will include detail and a breakdown of the costs supporting the invoice. The City shall pay such invoices within thirty (30) days of receipt, subject to the cap on financial commitment set forth above.

4. EFFECTIVE DATE AND TERM: The Agreement shall be effective January 1, 2023, and shall continue in full force and effect until December 31, 2024, unless terminated in accordance with Section 5 of this Agreement.

5. TERMINATION OF AGREEMENT/REDUCTION IN FUNDING:

A. Should either Party believe the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other Party a timeline to cure such default. If the default is not remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).

B. The financial commitment stated herein shall not be construed to limit the authority of the City Council with respect to the City budget. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to budgetary constraints of either Party or due to factors related to program outcomes, and prior to its normal completion, the Parties may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn,

reduced, or limited is so great that the County deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City or County, the County may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.

C. In the event that the administrative oversight of DVPOTS by Whatcom County District Court Probation exceeds the anticipated workload and the Parties are unsuccessful in renegotiating under Section 2 above, the County may summarily terminate this Agreement in whole. Termination shall be effective upon the City's receipt of written notice thereof.

D. In the event of termination, the County shall be paid an amount equal to the assessment and treatment expenses paid or accrued by the County for defendants referred by Bellingham Municipal Court and accepted into the program prior to the date of termination, including those expenses paid or accrued by the County following the date of termination. The County shall continue to perform under this Agreement as to defendants for whom DVPOTS reimbursement has been approved prior to the date of termination subject to the "Suspension and Termination of Funding" provisions of the Exhibit A. On the giving of notice of termination by either party, the County shall immediately begin winding down its entry of Bellingham Municipal Court defendants into the program in anticipation of the termination.

6. SURVIVABILITY: All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

7. PROJECT MANAGERS: Bruce Van Glubt, District Court and Probation Administrator, shall be the Project Manager for the County and Darlene Peterson, Municipal Court Administrator, shall be the Project Manager for the City.

8. NOTICES: All notices, demands, requests, consents and approvals which may, or are required to be given by any Party, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Bruce Van Glubt
311 Grand Avenue
Bellingham, WA 98225

The City: Darlene Peterson
2014 C Street
Bellingham, WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

9. INDEMNIFICATION: The County agrees to protect, defend, appear, save harmless and indemnify the City from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the County, its agents or employees in the performance of the agreement. The City agrees to protect, defend, appear, save harmless and indemnify the County from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the City, its agents or employees in the performance of this agreement.

10. AMENDMENT: No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

11. WAIVER: No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

12. NEUTRAL AUTHORSHIP: Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

13. ENTIRE AGREEMENT: The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EXECUTED, this 20th day of October, 2022, for the CITY OF BELLINGHAM by:



Mayor

Attest:

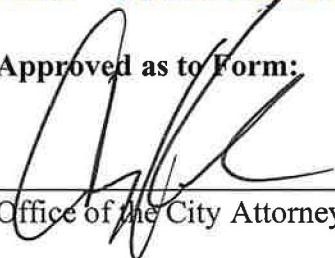

Finance Director

Departmental Approval:



Department Head
Court + Administrator

Approved as to Form:



Office of the City Attorney

Approved as to form:

Karen Frakes, approved by email on 9/9/22
Chief Civil Deputy Prosecuting Attorney

EXECUTED this 3rd day of February, 2023

WHATCOM COUNTY

[Signature] FOR SS
Satpal Sidhu
County Executive

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

On this 3rd day of February, 2022, before me personally appeared Satpal Sidhu,
to me known to be the Executive of Whatcom County and who executed the above instrument and
who acknowledged to me the act of signing and sealing thereof.

Tyler Schroeder



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.
My Commission expires: 12-31-26

Exhibit A – Implementation Guide

EXHIBIT A



Whatcom County

**Domestic Violence
Perpetrator Opportunity
for
Treatment Services
(DVPOTS)**

**Implementation
Guide**

Effective June 15, 2021

EXHIBIT A

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EXHIBIT A

Introduction

This Implementation Guide (referred to as "The Guide") is incorporated by reference into your Provider contract and can be altered without an amendment to your contract. In the event changes to The Guide are needed, Providers will be informed by e-mail, with a one-week opportunity to provide feedback on proposed changes. Providers will then be notified of the availability of the updated Guide. The current Guide will be available on the Whatcom County District Court Probation website at <http://www.co.whatcom.wa.us/454/District-Court-Probation>.

A review of The Guide and Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS) will take place approximately six months from the effective date.

Purpose

Whatcom County currently experiences insufficient capacity of, and local accessibility to, certified treatment for defendants who have a history of violent behavior toward intimate partners and family members. These treatment services are often ordered by the courts as part of criminal justice proceedings in an effort to reduce future harm and reduce incarceration. The Whatcom County Incarceration Prevention and Reduction Task Force has identified and supported the need to increase availability of quality treatment services for perpetrators of domestic violence. Whatcom County Council and Bellingham City Council also support initial and continued funding for the expansion of these treatment services locally.

The sole purpose of DVPOTS is to provide funding for domestic violence perpetrator assessments and funding for treatment for qualifying defendants who are deemed indigent and have no readily available source of funding to access services independently.

The Guide will establish an objective screening process and eligibility criteria for court cases, defendants, treatment Providers eligible for DVPOTS funds, and suspension and termination of DVPOTS funding. Referral to other supportive or treatment services and coordination of care with other service providers will occur as need is indicated, by the Provider. Supportive services will not be funded by DVPOTS.

Expenditure of Funds

The County has established a protocol and procedure for distribution and documentation of DVPOTS funds, and has agreed to continued administrative oversight of the DVPOTS funds. The City of Bellingham funds will be used to reimburse treatment expenses for defendants referred by Bellingham Municipal Court. The County funds will be used to reimburse treatment expenses for defendants referred by Whatcom County District Court.

No DVPOTS funds will be expended until a determination has been made, and confirmed in writing by Whatcom County District Court Probation, that all of the following have taken place for each defendant:

1. The court case qualifies for DVPOTS funding.
2. The defendant qualifies for DVPOTS funding.
3. The treatment agency qualifies for DVPOTS funding.
4. A purchase order from Whatcom County has been approved for the specific defendant.

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5. Final written approval has been received by the Provider from Whatcom County District Court Probation. Only the Whatcom County District Court and Probation Administrator and Whatcom County District Court Probation Manager are authorized to approve DVPOTS funding expenditures.

Services completed prior to written approval will not be eligible for DVPOTS reimbursement.

Effective January 1, 2021, to continue to have new defendants participate in DVPOTS, the Cities of Blaine, Everson, Lynden, and Sumas must enter into a written agreement with Whatcom County providing that they will reimburse Whatcom County for the expenses of any additional defendants funded through DVPOTS.

The first jurisdiction to order an assessment and treatment will have the full expense of the defendant's assessment and recommended treatment debited from that jurisdiction's allocation, even if another court orders a domestic violence assessment and treatment at a later time. An exception to this can be made with the approval of the fund administrators and the subsequent sentencing jurisdiction.

Court Case Eligibility for DVPOTS Funding

For a court case to be eligible, all of the following eligibility criteria must be met:

1. Cited as criminal domestic violence offense, or indicated as a DV flagged case, as recorded in the Administrative Office of the Courts Judicial Information System.
2. Referred by Whatcom County District Court or Bellingham Municipal Court.
3. Ordered by the court to complete and comply with a domestic violence perpetrator treatment assessment.
4. Monitored by Whatcom County District Court Probation.

Defendant Eligibility for DVPOTS Funding

A defendant must comply with a court order regardless of eligibility for, or availability of, DVPOTS funding.

Determination of Indigency

A defendant must be deemed indigent and have no readily available source of funding to access domestic violence assessment and treatment services independently. A defendant may be deemed indigent by either a judicial officer *or* by an indigency review completed by a court or probation staff.

1. An indigency review will use the same criteria noted in RCW 10.101.010, including:
 - a. Receiving one of the following types of public assistance: Temporary assistance for needy families, aged, blind, or disabled assistance benefits, medical care services under RCW 74.09.035, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income; or
 - b. Receiving an annual income, after taxes, of one hundred twenty-five percent or less of the current federally established poverty level; or

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- c. A defendant found indigent by an indigency review will be required to sign the following, or similar, statement, or if the review is completed remotely, acknowledge that they understand the following:
- (1) *I understand the Court may ask for verification of the information provided above. I agree to immediately report any change in my financial status to the court. I certify under penalty of perjury under Washington State law that the above is true and correct. (Perjury is a criminal offense – see Chapter 9A.72 RCW)*

Given the importance of continuity of treatment, a defendant found indigent will be considered eligible for DVPOTS throughout the course for their treatment program unless challenged in court by a Prosecuting Attorney from the citing jurisdiction.

Defendant Priority Populations

The initial funds will be allocated on a first come, first served basis until 85% of the City of Bellingham or County funds have been allocated to specific defendants. Once the City or County fund has 15% remaining unallocated, use of funds may be prioritized based on the following criteria:

1. Availability of DVPOTS funds.
2. A written request from a judicial officer.
3. The defendant has not previously accessed DVPOTS funds.
4. Those assessed at a Level 2, 3 or 4, or if no assessment has been completed, is determined to be high risk based on a validated risk assessment conducted by a probation officer.
5. At least two prior domestic violence flagged convictions in the Washington State Judicial Information System database.

Provider Eligibility for DVPOTS Funds

Domestic violence assessment and treatment services funded by DVPOTS must be in full compliance with Washington Administrative Code (WAC) 388-60B, all current and applicable Revised Code of Washington (RCW) requirements, and those listed in The Guide.

To receive reimbursement for DVPOTS funding an agency must meet all of the following eligibility criteria, including:

1. Certified by the Washington State Department of Social and Health Services, and in good standing, as a domestic violence perpetrator treatment program as required by RCW 26.50.150 and WAC 388-60B. Maintain uninterrupted certification and remain current with all relevant federal and state laws and regulations regarding the delivery of domestic violence perpetrator treatment.
2. Enter into a contract with Whatcom County.
3. Register as a vendor with Whatcom County.
4. Agree to notify the District Court and Probation Administrator of any change in certification status or agency contact information.
5. Agree to remain current with The Guide, including reporting and invoicing requirements, and forms.
6. Agree to provide an email address through which official communication regarding the DVPOTS funding will take place. Email will be the official method of communication.

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Verbal communication will not replace email communication. In addition, a mailing and physical address must also be provided.

7. Agree to be subject to random audits by Whatcom County for the purpose of verification of invoiced services.
8. Agree that DVPOTS funded defendants will not be charged any additional fees.

Provider Assessment Requirements

Completed assessment and risks, needs and responsivity documents, including recommended level of treatment, must be compliant with all applicable WAC and RCW requirements.

The Provider must complete an initial assessment appointment within 14 calendar days of receiving written approval of funding for a defendant, and submit to Whatcom County District Court Probation a completed assessment within 60 calendar days, of receiving written authorization from Whatcom County District Court Probation that a defendant is eligible for DVPOTS funding.

The intensity, type of services provided, and level of treatment will be determined by the Provider and will reflect the assessment results and treatment plan. Treatment services delivered will align with the individualized treatment goals/expectations of each defendant.

Assessment documents must be submitted together to Whatcom County District Court Probation for all DVPOTS funded defendants. The assessment documents must follow the same outline as noted in the WAC and the internal Whatcom County District Court Probation processing document titled Assessment and RNR document review.

1. An assessment document that includes a recommended level of treatment that aligns with a WAC compliant level of treatment.
2. A Risks, Needs and Responsivity document.

The above referenced documents may be available on the DSHS website or by contacting the Washington State Department of Social and Health Services Domestic Violence Treatment Program Manager. DSHS Contact information can be found at <https://www.dshs.wa.gov/esa/community-services-offices/contact-information> or by clicking [here](#).

Provider Monthly Treatment Report Requirements

A separate monthly treatment report must be received for each defendant. The monthly treatment report attached to The Guide must be used. Treatment reports must be submitted no later than the 10th of the month following the month that services are provided. All monthly treatment reports, along with reports of emergent noncompliance and non-emergent noncompliance reports must be sent to Whatcom County District Court Probation.

The following are the reporting requirements for emergent noncompliance and non-emergent noncompliance:

1. Emergent noncompliance. The following noncompliance is considered emergent noncompliance and must be reported to the monitoring probation department within 3 working days of receipt of noncompliance information.
 - a. Failure to maintain abstinence from alcohol or other nonprescribed drugs, if ordered or is required as part of the assessment and treatment plan.

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- b. Subsequent arrest or criminal activity
 - c. Engaging in dangerous or threatening behavior
 - d. Increased victim safety concerns
 - e. Treatment rule violations
 - f. Leaving the program against program advice or is discharged for rule violation
 - g. Discharged for any reason
2. The following noncompliance is considered nonemergent non-compliance and must be reported to the monitoring probation department by the 10th of the month following the noncompliance.
- a. Unexcused absences or failure to report for interviews, appointments or group sessions.
 - b. Failure to make acceptable progress in any part of the treatment plan, including a report of the details of the defendant's noncompliant behavior along with a recommendation

A report of noncompliance must provide details of the defendant's noncompliant behavior along with a recommendation.

Reimbursement Rates, Limitations and Invoicing Requirements

The County will reimburse the Provider for the services delivered that comply with the not-to-exceed level of funding authorization.

Assessments will be reimbursed at \$300.00 per assessment. This amount includes all of the sessions required to complete the assessment. Reimbursement will only be provided for those assessments that include all of the documents noted in the Provider Assessment Requirements Section of The Guide.

Group and individual sessions will be reimbursed at \$50.00 per session. Table 1 below provides details regarding the maximum number of group/individual sessions, and total reimbursement amounts, for each level of treatment, per defendant.

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Table 1.

Reimbursement Rates and Limitations						
Assessment and Treatment Program	Group Sessions	Maximum Optional Individual Sessions	Maximum Total Sessions	Maximum Assessment Reimbursement Rate	Maximum Individual and Group Reimbursement Rate	Maximum Reimbursement Per Defendant
Level 1 Treatment Program \$300 Assessment 26 \$50 group sessions 2 \$50 individual sessions	26	2	28	\$300	\$50	\$1,700
Level 2 Treatment Program \$300 Assessment 36 \$50 group sessions 3 \$50 individual sessions	36	3	39	\$300	\$50	\$2,250
Level 3 Treatment Program \$300 Assessment 52 \$50 group sessions 4 \$50 individual sessions	52	4	56	\$300	\$50	\$3,100
Level 4 Treatment Program \$300 Assessment 72 \$50 group sessions 6 \$50 individual sessions	72	6	78	\$300	\$50	\$4,200

In the event that a defendant fails to meet all of the treatment goals within the allocated treatment sessions and DVPOTS funding, a Provider may request, in writing, that the defendant be provided with additional DVPOTS funding for the sessions needed to meet treatment goals. The decision to provide additional funding is entirely at the discretion of Whatcom County.

Invoicing Requirements:

1. The Provider shall submit itemized invoices no more than once monthly using the invoicing form attached to The Guide. Invoice documents will not contain Private Health Information (PHI).
2. Invoices must be received by Whatcom County District Court Probation no later than the 10th of the month following the month that service was provided.
3. Assessment invoices: Prior to submitting a reimbursement invoice, all required assessment documents must have previously been received by Whatcom County District Court Probation.
4. Treatment invoices: Providers submitting reimbursement invoices for treatment services must attach a copy of each defendant's monthly treatment report for the billing month.
5. Invoices or supporting documentation submitted with incomplete or inaccurate information will not be processed until corrected, or resubmitted, and may result in substantial processing delays.
6. The Provider may submit invoices and monthly reports by email to DVPOTS@co.whatcom.wa.us.
7. Invoices received by Whatcom County District Court Probation after the 10th of the month may result in substantial processing delays.
8. Invoices must include the following statement, with an authorized signature and date:
 "I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice."
9. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source,

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including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

10. Recovery of Costs Claimed in Error: If the Contractor claims or the County reimburses for expenditures under this Agreement which the County later find were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

Suspension and Termination of Funding

The following events may result in the suspension or termination of a defendant's DVPOTS funding:

1. Completion of treatment.
2. Termination of treatment.
3. Failing to express a willingness to participate in treatment.
4. Funding allocation reached for the defendant's level of care.
5. Absence from treatment for a total of approximately 15% or more of the total sessions for their treatment level:
 - a. Level 1 – more than 4 sessions missed
 - b. Level 2 – more than 6 sessions missed
 - c. Level 3 – more than 8 sessions missed
 - d. Level 4 – more than 12 sessions missed
6. Termination of probation monitoring.
7. Arrest warrant issued for referred charge.
8. DVPOTS funding withdrawn, reduced or limited.
9. DVPOTS funding limit reached.
10. Other reasons deemed appropriate by Whatcom County.

In the event of a warrant being issued a defendant's funding allocation will be held for 45 days. Reinstatement of funds may be available. See Defendant Access to DVPOTS Funding and Defendant Priority Populations sections.

Upon completion of treatment services, or discharge due to non-compliance, a discharge summary which meets the requirements of WAC 388-60B will be written and placed in the client chart within the time frame specified. Treatment completion and discharge is also documented in the corresponding section of the Monthly Progress Report and submitted to Whatcom County District Court Probation within 7 days of discharge. Individuals discharged due to non-compliance must have the report completed and submitted to Whatcom County District Court Probation within three days pursuant to WAC 388-60B. Client charts shall be established by the Provider for every individual served under this agreement, and will be stored and retained according to all state and federal laws regulating confidentiality and client record keeping.

EXHIBIT A***Internal DCP Processing Document*****Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)
Defendant Qualification Form**

Defendant Name (Last, First, MI):	
DOB:	Case number(s):
Date:	
Qualifying Criteria	
Questions 1-7 to be completed by a Probation Officer and submitted to the Probation Manager	
Yes <input type="checkbox"/> No <input type="checkbox"/>	1. Cited (or flagged in JIS/JABS) for a domestic violence offense?
Documentation attached? Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Ordered by a Whatcom County court of limited jurisdiction to complete a domestic violence perpetrator assessment and recommendations? Court: <input type="checkbox"/> District Court, <input type="checkbox"/> Bellingham, <input type="checkbox"/> Blaine, <input type="checkbox"/> Everson, <input type="checkbox"/> Lynden, <input type="checkbox"/> Sumas
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Indigent as determined by: <input type="checkbox"/> Court order <input type="checkbox"/> Indigency review completed
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Monitored by: <input type="checkbox"/> Whatcom County District Court Probation
Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Unknown	5. Defendant indicates a willingness to participate in a domestic violence assessment and recommended treatment?
Additional Screening Criteria	
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. At least two prior DV flagged convictions in JIS/JABS?
Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Unknown	7. Assessed at level 2, 3, or 4, or high risk based on risk assessment?
Probation Officer Comments:	
PO signature:	Date:
<input type="checkbox"/> <i>Original to Probation Manager</i>	
Probation Manager or Administrator review	
Yes <input type="checkbox"/> No <input type="checkbox"/>	1. DVPOTS funds available for the jurisdiction?
Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Court order or docket entry attached?
If 1 and 2 in this section are both yes, stop here	
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Written request from a judicial officer?
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Previously accessed DVPOTS funds?
Yes <input type="checkbox"/> No <input type="checkbox"/>	5. Assessed at level 2, 3 or 4?
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. At least two prior DV flagged convictions?
Comments:	
Yes <input type="checkbox"/> No <input type="checkbox"/> Qualified	Probation Manager or Administrator:
Date:	
<input type="checkbox"/> <i>Original to Senior Clerk</i> <input type="checkbox"/> <i>Copy to defendant's file</i>	

Updated 1/30/20

EXHIBIT A

Internal DCP Processing Document

**Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)
Assessment and RNR Document Review**

DV Perpetrator Treatment Agency:		
Defendant Name (Last, First, MI):	DOB:	
Referring Court(s): Court 1	Court 2	Court 3
Assessment Start Date:	Assessment Completion Date:	
Assessment: Has each area below been addressed?		
Yes <input type="checkbox"/> No <input type="checkbox"/>	1. Relationships and access to victims	
Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Cultural considerations	
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Victimization	
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Legal considerations	
Yes <input type="checkbox"/> No <input type="checkbox"/>	• Current court orders (NCO, PO, parenting assessment, child support, supervised visitation etc.)	
Yes <input type="checkbox"/> No <input type="checkbox"/>	• A summary of current and past police or incident reports involving coercive or abusive behaviors	
Yes <input type="checkbox"/> No <input type="checkbox"/>	5. Domain 1: Assessment for high risk factors	
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. Domain 2: Screening for traumatic brain injury	
Yes <input type="checkbox"/> No <input type="checkbox"/>	7. Domain 3: Screening for mental health	
Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Domain 4: Belief systems	
Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Domain 5: Screening for substance use	
Yes <input type="checkbox"/> No <input type="checkbox"/>	10. Domain 6: Assessment of environmental factors	
Yes <input type="checkbox"/> No <input type="checkbox"/>	11. Domain 7: Assessment of standardized testing	
Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Acute or Critical assessment factors	
Yes <input type="checkbox"/> No <input type="checkbox"/>	13. Assessment summary included	
Yes <input type="checkbox"/> No <input type="checkbox"/>	14. Recommended level of treatment included in the assessment	
Yes <input type="checkbox"/> No <input type="checkbox"/>	15. Assessment summary signed, dated and include credentials and staff level?	
Risks, Needs and Responsivity Form		
Yes <input type="checkbox"/> No <input type="checkbox"/>	Risks, Needs and Responsivity form fully completed	
Review of Documents		
Yes <input type="checkbox"/> No <input type="checkbox"/>	Meets WAC requirements	
Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, what action has been taken:	
Yes <input type="checkbox"/> No <input type="checkbox"/>	• The treatment agency has been notified	
Yes <input type="checkbox"/> No <input type="checkbox"/>	• The defendant has been notified	
Yes <input type="checkbox"/> No <input type="checkbox"/>	• A court hearing has been scheduled	
Yes <input type="checkbox"/> No <input type="checkbox"/>	• Other action, explain:	
Probation Officer Comments:		
Probation Officer:	Date:	
<input type="checkbox"/> For DVPOTS funded defendants, copy of assessment and original form to Probation Mgr.		
AP Process: <input type="checkbox"/> OK to Pay	Probation Manager or Administrator:	
Date:	<input type="checkbox"/> Original to Senior Clerk	

Updated 1/30/20

EXHIBIT A
Monthly Treatment Report

Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)

Non-DVPOTS report

Prior authorization for reimbursement is required. Do not include medical information.

Agency name:						Probation Use Only
Date:			Report Mo/Yr:			
Probation Officer:						
Defendant Name (Last, First, MI):				DOB:		Section Fully Completed?
Referring Court(s): Court 1		Court 2		Court 3		Yes <input type="checkbox"/> No <input type="checkbox"/>
Assess. Date:		Date of 1st Session:		Treatment level:		
Attendance						Probation Use Only
Group session dates:						Section Fully Completed?
Ind. session dates:						
Total sessions attended to date:						Yes <input type="checkbox"/> No <input type="checkbox"/>
Total sessions missed since beginning treatment:						
Treatment Status						Probation Use Only <i>Is one box checked?</i>
<input type="checkbox"/> Compliant						
<input type="checkbox"/> Noncompliant, due to:		<input type="checkbox"/> Lack of attendance <input type="checkbox"/> Failure to comply with treatment rules <input type="checkbox"/> Other, see comment section				
<input type="checkbox"/> Program completed on:						
<input type="checkbox"/> Terminated on (note specific reason in comment section):						
Comments:						
Staff sign/date:			Credentials and staff level:			Probation Use Only Section Fully Completed?
Print name:						
Supervisor Sign/date:			Credentials and staff level:			Yes <input type="checkbox"/> No <input type="checkbox"/>
Print name:						
Fully completed? Yes <input type="checkbox"/> No <input type="checkbox"/>		Probation Staff:			Date:	
<input type="checkbox"/> Non-DVPOTS, 1. Enter in the database and 2. Copy to defendant's file <input type="checkbox"/> DVPOTS/fully completed: 1. Enter in the database, 2. Original-Senior Clerk, 3. Copy-def. file <input type="checkbox"/> DVPOTS/not fully completed: original to Probation Manager and copy to defendant's file						
AP Process: <input type="checkbox"/> OK to Pay		Probation Manager or Administrator:				
Date:		<input type="checkbox"/> Original to Senior Clerk				

Updated 1/30/20

EXHIBIT A

DVPOTS Provider Monthly Invoice for Reimbursement

*Invoices must be received by Whatcom County District Court Probation at
DVPOTS@co.whatcom.wa.us by the 10th of the month following the month services are
provided. Monthly treatment reports must be attached.*

Invoice page of	Date:	Invoice Mo/Yr:	Probation Use Only Section Fully Completed? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Agency Name:					
Agency address: Is this a new address <input type="checkbox"/> Yes <input type="checkbox"/> No					
Contact person and phone #:					
Assessment Reimbursement Request					DCP Use Only Funding Source?
Name	Docs submitted to probation?	Reimbursement amount			
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	COB <input type="checkbox"/> WC <input type="checkbox"/>		
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	COB <input type="checkbox"/> WC <input type="checkbox"/>		
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	COB <input type="checkbox"/> WC <input type="checkbox"/>		
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	COB <input type="checkbox"/> WC <input type="checkbox"/>		
Total assessment reimbursement request			\$	COB <input type="checkbox"/> WC <input type="checkbox"/>	
Group and Individual Treatment Reimbursement Request					Probation Use Only Funding Source?
Name	Report attached?	Billing mo. Sessions Attended	Session rate	Total by defendant	
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
5.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
6.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
7.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
8.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
9.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
10.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$	COB <input type="checkbox"/> WC <input type="checkbox"/>
Total group and individual session reimbursement request				\$	Prob. Use OK to pay? Yes <input type="checkbox"/> No <input type="checkbox"/> Staff _____
Total assessment reimbursement request from above				\$	
TOTAL REIMBURSEMENT REQUEST				\$	
Signed:		Print Name:	Date:		
<i>I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.</i>					
AP Process: <input type="checkbox"/> OK to Pay		Sign:	Date:		

Updated 1/30/20

**WHATCOM COUNTY
DISTRICT COURT**
Whatcom County Courthouse
311 Grand Avenue, Suite 401
Bellingham, WA 98225-4081



MATTHEW S. ELICH
Judge

DAVID M. GRANT
Judge

BRUCE VAN GLUBT
Administrator

ANTHONY PARISE
Commissioner

MEMORANDUM

RECEIVED

FEB 03 2023

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

TO: Satpal Sidhu, County Executive
FROM: Bruce Van Glubt
RE: **Interlocal Agreement between Whatcom County and the City of Bellingham regarding Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)**
DATE: December 21, 2022

▪ **Background and Purpose**

This agreement addresses the administrative oversight of the City DVPOTS funds. The County and City have worked collaboratively on this Interlocal Agreement. In addition, the County and the City worked collaboratively on the DVPOTS Implementation Guide which establishes an objective screening process for determining defendant eligibility for funds, treatment agency eligibility for reimbursement for services, specific criteria for reimbursement for services, reimbursement rates, assessment and treatment progress report standards, and distribution of funds.

The purpose of DVPOTS is to use allocated funds to pay for domestic violence perpetrator assessments and treatment for qualifying indigent defendants, who have no readily available source of funding to access services independently.

▪ **Funding Amount and Source**

The City funding amount is \$100,000.00, and the source, on a reimbursement basis, is the City of Bellingham.

▪ **Implementation of this Interlocal Agreement**

This new Interlocal Agreement allows for the continuation of this service between the County and the City.

▪ **Differences from Previous Contract**

There are no significant changes between the previous Interlocal Agreement.

Please let me know if you have any questions. I can be reached at extension 5405.