

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		Response Systems Division	
Contract or Grant Administrator:		Hannah Fisk	
Contractor's / Agency Name:		Washington State Health Care Authority	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes ☐	No ☐
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):	K8543	ALN#:
Is this contract grant funded?			
Yes ☐ No ☐	If yes, Whatcom County grant contract number(s):		
Method of Procurement:		Contract Cost Center:	10008589
Is this agreement excluded from E-Verify?	No ☐ Yes ☒		
If YES, indicate exclusion(s) below:			
☐ Professional services agreement for certified/licensed professional.		☐ Goods and services provided due to an emergency.	
☐ Contract work is for less than \$100,000.		☐ Contract for Commercial off the shelf items (COTS).	
☐ Contract work is for less than 120 days.		☐ Work related subcontract less than \$25,000.	
☒ Interlocal Agreement (between Governments).		☐ Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		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.	
\$	651,108		
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This grant provides funding for substance use disorder treatment and recovery support services.			
Agreement Term Ends:		06/30/2027	
Contract Routing:	1. Prepared by:	J. Thomson	Date: 10/27/2025
	2. Health Approval	CR	Date: 10/29/2025
	3. Attorney signoff:	Kimberly A. Thulin	Date: 10/29/2025
	4. AS Finance reviewed:	Bbennett	Date: 11/04/2025
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2025-804	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

	INTERAGENCY AGREEMENT for CJTA Treatment and Recovery Services	HCA Contract Number: K8543
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THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Whatcom County, (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME Whatcom County		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS 509 Girard Street	Street	City Bellingham	State WA	Zip Code 98225
CONTRACTOR CONTRACT MANAGER Hannah Fisk	CONTRACTOR TELEPHONE (360) 820-7212	CONTRACTOR E-MAIL ADDRESS HFisk@co.whatcom.wa.us		

HCA PROGRAM Adult Substance Use Disorder Treatment	HCA DIVISION/SECTION Division of Behavioral Health and Recovery
HCA CONTRACT MANAGER NAME AND TITLE Zach Lynch, Criminal Justice Treatment Account Manager	HCA CONTRACT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTRACT MANAGER TELEPHONE (360) 725-9992	HCA CONTRACT MANAGER E-MAIL ADDRESS zach.lynch@hca.wa.gov

CONTRACT START DATE July 1, 2025	CONTRACT END DATE June 30, 2027	TOTAL MAXIMUM CONTRACT AMOUNT \$651,108.00
PURPOSE OF CONTRACT: To provide funding through Criminal Justice Treatment Account allocations, which allows county government to pay for SUD treatment and recovery support services.		

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE Satpal Singh Sidhu, County Executive	DATE
HCA SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Andria Howerton Deputy Contracts Administrator	DATE 10/23/2025

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WHATCOM COUNTY:

APPROVAL AS TO PROGRAM: _____
Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL: _____
Charlene Ramont, Assistant Director Date
Whatcom County Health and Community Services

APPROVAL AS TO FORM: _____
Kimberly A. Thulin, Senior Civil Deputy Prosecutor Date

Washington State Health Care Authority

626 8th Avenue SE

PO Box 42730

Olympia, WA 98504-2730

1. **DEFINITIONS**

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contract” or “Agreement” means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

“Contractor” means Whatcom County, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“Data” means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

“Health Care Authority” or “HCA” means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“Information and Communication Technology” or “ICT” means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

“Services” means all work performed or provided by Contractor pursuant to this Contract.

“Statement of Work” or “SOW” means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is included as Attachment 1.

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

2. STATEMENT OF WORK

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Attachment 1.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on **July 1, 2025**, and be completed on **June 30, 2027**, unless terminated sooner or extended upon written agreement between the parties.

4. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$651,108.00**. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be based in accordance with the terms set forth in Attachment 1, Statement of Work.

5. BILLING PROCEDURE

- 5.1. Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: zach.lynch@hca.wa.gov. Include the HCA Contract number in the subject line of the email.
- 5.2. Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement. All invoices will be reviewed and must be approved by the Contract Manager or designee prior to payment.
- 5.3. Contractor must submit properly itemized invoices to include the following information, as applicable:
 - A. The HCA Contract number;
 - B. Contractor name, address, phone number;
 - C. Description of Services;
 - D. Date(s) of delivery;
 - E. Net invoice price for each item;
 - F. Applicable taxes;
 - G. Total invoice price; and
 - H. Payment terms and any available prompt payment discount.

- 5.4. HCA will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.
- 5.5. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.
- 5.6. Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

6. ACCESSIBILITY

- 6.1. **REQUIREMENTS AND STANDARDS.** Each information and communication technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 6.2. **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 6.3. **REMEDICATION.** If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.
- 6.4. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

8. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

9. SUBRECIPIENT

Intentionally omitted as not applicable.

10. ASSIGNMENT

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

11. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. DISPUTES

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

14. GOVERNANCE

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

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

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Attachment 1: Statement of Work; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

15. INDEPENDENT CAPACITY

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

16. RECORDS MAINTENANCE

- 16.1. The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.
- 16.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

17. TREATMENT OF ASSETS

17.1. Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the

Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

17.2. Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

17.3. Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

17.4. Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

17.5. Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

18. **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by **HCA**. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

19. **CONFIDENTIALITY**

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which

may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

20. SEVERABILITY

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

21. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

22. TERMINATION

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

23. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 30 days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

24. WAIVER

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

25. ALL WRITINGS CONTAINED HEREIN

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

26. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Attachments

Attachment 1: Statement of Work

ATTACHMENT 1: STATEMENT OF WORK

Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work as set forth below.

1. DEFINITIONS

- 1.1. **“American Society of Addiction Medicine Criteria” or “ASAM Criteria”** means the six dimensions to identify the intensity of treatment services that best fits the individual’s needs and provides a common language of holistic, biopsychosocial assessment, and treatment across addiction treatment, physical health, and mental health services, which also addresses the spiritual issues relevant in recovery.
- 1.2. **“Case Management” or “Case Management Services”** means services provided by a Substance Use Disorder Professional (SUDP) or Substance Use Disorder Professional Trainee (SUDPT) licensed by the Washington Department of Health, or a person under the direct clinical supervision of a SUDP, to individuals assessed as needing treatment and admitted into treatment. Services are provided to assist clients in gaining access to needed medical, social, educational, and other services. Services include case planning, case consultation and referral, and other support services for the purpose of engaging and retaining or maintaining clients in treatment.
- 1.3. **“Continuity of Care”** means the provision of continuous care for chronic or acute medical and behavioral health conditions to maintain care that has started or been authorized to start as the Individual transitions between: facility to home; facility to another facility; providers or service areas; managed care contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of Care occurs in a manner that prevents secondary illness, health care complications, or re-hospitalization; and promotes optimum health recovery.
- 1.4. **“County Match”** means that jurisdictions must match, on a dollar-for-dollar basis, state moneys allocated for therapeutic courts with local cash or in-kind resources. Moneys allocated by the state may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts (RCW 2.30.040).
- 1.5. **“Criminal Justice Treatment Account” or “CJTA”** means the account created by Washington State Legislature that may be expended solely for: substance use disorder treatment and treatment support services for individuals with a substance use disorder that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State (RCW 71.24.580).
- 1.6. **“CJTA Plan” or “Plan”** means the plan that is developed by the county human services or behavioral health services department, county prosecutor, county sheriff, county superior court, a substance use disorder treatment provider appointed by the county legislative authority, a member of the criminal defense bar appointed by the county legislative authority, and, in counties with a drug court, a representative of the

drug court (RCW 71.24.580(6)). The plan shall be approved by the county legislative authority or authorities; and, submitted to the panel established in 71.24.580(5)(b) of this section, for disposition of all the funds provided from the CJTA within that county.

- 1.7. **“Local CJTA Panel”** means the representative group which reviews the County CJTA plan and consists of at minimum: the county alcohol and drug coordinator, county prosecutor, county sheriff, county superior court, a substance abuse treatment provider appointed by the county legislative authority, a member of the criminal defense bar appointed by the county legislative authority, and, in counties with a drug court, a representative of the drug court .
- 1.8. **“Culturally and Linguistically Appropriate Services” or “CLAS”** means the national standards in health and health care intended to advance health equity, improve quality, and eliminate health disparities by establishing a blueprint for health and health care organizations.
- 1.9. **“Division of Behavioral Health and Recovery” or “DBHR”** means the Health Care Authority’s Division of Behavioral Health and Recovery, and its employees and authorized agents.
- 1.10. **“Drug Court”** means a court utilizing a program structured to achieve both a reduction in criminal recidivism and an increase in the likelihood of rehabilitation through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).
- 1.11. **“Evidence-based Practice” or “EBP”** means a prevention or treatment service or practice that has been validated by some form of documented research evidence and is appropriate for use with individuals with a substance use disorder that are involved in the criminal justice system. EBP also means a program or practice that has been tested where the weight of the evidence from review demonstrates sustained improvements in at least one outcome, and/or a program or practice that can be implemented with a set of procedures to allow successful replication in Washington and, when possible, is determined to be cost-beneficial.
- 1.12. **“Individual”** means any person in the criminal justice system who is in need of behavioral health services, regardless of income, ability to pay, insurance status or county of residence.
- 1.13. **“Medications for Opioid Use Disorder” or “MOUD” or “MAT”** means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the treatment of opioid use disorder and the use of opioid antagonist medication (e.g. naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.
- 1.14. **“Outreach” or “Community Outreach”** means identification of hard-to-reach Individuals with a possible SUD and engagement of these individuals in assessment and ongoing treatment services as necessary.

- 1.15. **“Research-based”** means a program or practice that has been tested with a single randomized, or statistically controlled evaluation, or both, demonstrating sustained desirable outcomes; or where the weight of the evidence from a systemic review supports sustained outcomes as described in this subsection but does not meet the full criteria for evidence-based (RCW 2.30.020).
- 1.16. **“Recovery Support Services”** or **“RSS”** means services that are intended to promote an individual’s socialization, recovery, self-advocacy, development of natural support, and maintenance of community living skills. RSS include, but are not limited to, the following services: Supported employment services, supportive housing services, peer support services, wraparound facilitation services, and any other services that are conducive to an individual’s recovery in an Substance Use Disorder (SUD) Program (WAC 246-341-0718).
- 1.17. **“State CJTA Panel”** means a panel of appointed representatives from the Washington Association of Prosecuting Attorneys, the Washington Association of Sheriffs and Police Chiefs, the superior court judges’ association, the Washington State Association of Counties, the Washington Defender’s Association or the Washington Association of Criminal Defense Lawyers, the Department of Corrections, the Washington State Association of Drug Court Professionals, and Substance Use Disorder Treatment Providers. The panel shall review county or regional plans for funding and grants approved. The panel shall attempt to ensure that treatment as funded by the grants is available to offenders statewide
- 1.18. **“Substance Use Disorder”** or **“SUD”** means a problematic pattern of using alcohol or another substance that results in the impairment in daily life or noticeable distress; and, whereby the individual continues use despite leading to clinically significant impairment or distress as categorized in the DSM-5.
- 1.19. **“Substance Use Disorder Professional”** or **“SUDP”** means an individual who is certified according to RCW 18.205.020 and the certification requirements of WAC 246-811-030 to provide SUD services.
- 1.20. **“Substance Use Disorder Professional Trainee”** or **“SUDPT”** means an individual working toward the education and experience requirements for certification as a chemical dependency professional, and who has been credentialed as a CDPT.
- 1.21. **“Therapeutic Courts”** means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce child abuse and neglect, out-of-home placements of children, termination of parental rights, and substance use and mental health symptoms among parents or guardians and their children through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).
- 1.22. **“Treatment”** means services that are critical to a participant’s successful completion of his or her substance use disorder treatment program, including but not limited to the recovery support and other programmatic elements outlined in Chapter 246-341 WAC.

- 1.23. **"Treatment Support"** means services such as transportation to or from inpatient or outpatient treatment services when no viable alternative exists, and child care services that are necessary to ensure a participant's ability to attend outpatient treatment sessions.
- 1.24. **"Washington State Jail" or "Jail"** means any city, county, regional, or tribal jail operating in the state of Washington.

2. Purpose

Contractor will provide treatment and recovery support services, funded by Criminal Justice Treatment Account (CJTA) funds, to individuals involved in the criminal justice system in accordance with RCW 71.24.580.

3. CTJA Account Services Specific Eligibility and Funding Requirements

- 3.1. In accordance with RCW 71.24.580, the Contractor will be responsible for treatment and recovery support services for criminally involved Individuals.
- 3.2. In accordance with RCW 2.30.040, counties that allocate CJTA and/or State Drug Court funds to support or provide services to Therapeutic Court Program are subject to the County Match.
- 3.3. No more than ten percent (10%) of the total CJTA funds may be used for the following support services combined in the context of meeting court/program expectations:
 - 3.3.1. Transportation; and
 - 3.3.2. Child Care Services.
- 3.4. CJTA funds are intended to be used as a "payment of last resort," meaning that other means of payment for treatment or other services, such as Medicaid or other forms of insurance, must have been exhausted or be ineligible to meet participant needs.
- 3.5. State Drug Court
 - 3.5.1. In addition to state funding under the CJTA, several counties receive additional state funding specifically for Drug Courts. State Drug Court funding is provided to the following counties: Clallam, Cowlitz, King, Kitsap, Pierce, Skagit, Spokane, and Thurston. The counties that receive State Drug Court funding must ensure that the provision of substance use disorder treatment and support services detailed in this Contract, are in accordance with RCW 71.24.580 and RCW 2.30.030. These Counties are also required to include in the quarterly R&E report which category of funds – base or state drug court – are being drawn from for each expense.

- 3.6. At a minimum, thirty percent (30%) of the CJTA funds, including State Drug Court funding, is to be dedicated to special projects that meet any or all of the following conditions:
 - 3.6.1. An Evidence-Based Practice and/or Research-Based Practice (or treatment strategy) that can be documented in published research;
 - 3.6.2. An approach utilizing either traditional or best practice approaches to treat significant underserved population(s) and populations who are disproportionately affected by the criminal justice system;
 - 3.6.3. A regional project conducted in partnership with at least one other entity serving the service area; and/or
 - 3.6.4. CJTA Special Projects. HCA retains the right to request progress reports or updates on CJTA special projects.

4. CJTA Funding – Allowable Services

- 4.1. Brief Intervention (any level, assessment not required);
- 4.2. Acute Withdrawal Management (ASAM Level 3.7WM);
- 4.3. Sub-Acute Withdrawal Management (ASAM Level 3.2WM);
- 4.4. Outpatient Treatment (ASAM Level 1);
- 4.5. Intensive Outpatient Treatment (ASAM Level 2.1);
- 4.6. Opioid Treatment Program (ASAM Level 1);
- 4.7. Case Management (ASAM Level 1.2);
- 4.8. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
- 4.9. Long-term Care Residential Treatment (ASAM Level 3.3);
- 4.10. Recovery House Residential Treatment (ASAM Level 3.1);
- 4.11. Assessment (to include Assessments done while in jail) - Assessments should include and/or be informed by ASAM Criteria).
- 4.12. Interim Services;
- 4.13. Community Outreach;
- 4.14. Involuntary Commitment Investigations and Treatment;

- 4.15. Room and Board (Residential Treatment Only);
- 4.16. Transportation;
- 4.17. Childcare Services;
- 4.18. Urinalysis;
- 4.19. Recovery Support Services that may include:
 - 4.19.1. Employment services and job training;
 - 4.19.2. Relapse prevention;
 - 4.19.3. Family/marriage education;
 - 4.19.4. Peer-to-peer services, mentoring and coaching;
 - 4.19.5. Self-help and spiritual, religious support groups;
 - 4.19.6. Housing support services (rent and/or deposits);
 - 4.19.7. Life skills;
 - 4.19.8. Education Training (e.g. GED Assistance); and
 - 4.19.9. Parent education and child development.
- 4.20. Substance Use Disorder treatment in the Jail:
 - 4.20.1. CJTA funds may not supplement or supplant any currently funded programs that previously existed in a Jail environment.
 - 4.20.2. The Contractor may not use more than 30% of their allocation for treatment in the Jail unless they receive written authorization from the HCA Contract Manager or justification for doing so is detailed in the CJTA Plan discussed in Schedule A, Statement of Work, Section 6, below.
 - 4.20.3. If CJTA funds are utilized for these purposes, the Contractor must attempt to provide treatment with the following stipulations:
 - 4.20.3.1. Identify and provide transition services to persons with substance use disorder, who meet the CJTA requirements as defined in RCW 71.24.580, to expedite and facilitate their return to the community;

- 4.20.3.2. Continue treatment services with individuals who were engaged in community-based treatment prior to their incarceration, with the intent to complete the outpatient treatment episode; and
- 4.20.3.3. Initiate outpatient treatment services with individuals who will be released and transition into community-based treatment.
- 4.20.4. The following treatment modalities may be provided through CJTA funding:
 - 4.20.4.1. Engaging individuals in SUD treatment;
 - 4.20.4.2. Screening, assessing, and inducting individuals on MOUD;
 - 4.20.4.3. Referral to SUD services;
 - 4.20.4.4. Providing continuity of care; and
 - 4.20.4.5. Planning for an individual's transition from Jail.
- 4.21. Utilization of CTA funding to cover the costs of housing within available resources must present the individual with options for recovery residences of approved recovery residences maintained by the authority under RCW 41.05.760. The contractor is prohibited from requiring individuals to stay in a single specific approved recovery residence when utilizing CTA funds to pay for housing in that region and must offer choice, giving strong consideration to adding options when an individual prefers a residence not currently utilized.
- 4.22. The Contractor shall coordinate when applicable or necessary with local Tribal behavioral health agencies and Indian health care providers to meet the culturally relevant needs of AI/AN Individuals receiving allowable CJTA funded services. The contractor would also be expected to reasonably provide access to other necessary and relevant CLAS.

5. MAT in Therapeutic Courts

- 5.1. Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the Health Care Authority's designee for assistance must assist the court with acquiring the resource." For the purposes of this Contract, HCA's designee for the Contractor will be the HCA Contract Manager, who may facilitate assistance from other HCA employees.
- 5.2. The Contractor will only subcontract with Therapeutic Courts that have policy and procedures allowing Participants at any point in their course of treatment to seek

FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.

- 5.3. The Contractor will only subcontract with Therapeutic Court programs that work with licensed SUD behavioral health treatment agencies that have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
- 5.4. The Contractor may not subcontract with a Therapeutic Court program that is known to have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
- 5.5. The Contractor must notify the HCA if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
 - 5.5.1. Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
 - 5.5.2. Requiring participants already in the program to discontinue MOUD in order to be in compliance with program requirements;
 - 5.5.3. Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
- 5.6. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with a medical professional.

6. CJTA Plan

- 6.1. Contractor is expected to follow all guidelines provided in CJTA Plan guidelines document, which will be provided to Contractor by HCA Contract Manager.
- 6.2. Contractor must coordinate with the Local CJTA Panel for the county in order to facilitate the planning requirement as described in RCW 71.24.580(6). County level funding priorities are established by the local CJTA Panel. The CJTA Plan should detail the coordination within the county expected to help reach the goals of the CJTA funding, identify the needed services for the community, and explain how the

county plans to reach the intended population for the CJTA fund. Any CJTA funded efforts must be included in the CJTA Plan, including the following specific elements:

- 6.2.1. Describe in detail how substance use disorder treatment and support services will be delivered within the region;
- 6.2.2. Address the CJTA County Match Requirement if funds provide treatment or recovery support services for therapeutic court participants;
- 6.2.3. Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or regional endeavors, including the following:
 - 6.2.3.1. Describe the project and how it will be consistent with the strategic plan;
 - 6.2.3.2. Describe how the project will enhance treatment services for individuals in the criminal justice system;
 - 6.2.3.3. Indicate the number of individuals who will be served using innovative funds;
 - 6.2.3.4. If applicable, indicate plans for inclusion of MOUD within the county's Therapeutic Court programs; and
 - 6.2.3.5. Address the fiscal and programmatic Data Reporting requirements found in Section 7 of this Statement of Work.
- 6.3. The final Plan must be approved by the county's legislative authority.
- 6.4. Completed and legislatively approved Plans must be submitted to HCA for review and approval. Plans will be forwarded to the State CJTA Panel once approved by HCA. Contractor must implement the plan as it is written and notify the HCA if any changes are made. HCA acknowledges the authority of the State CJTA panels for final approval of plans, including the use of any subcontractors.
- 6.5. CJTA Plan is due by October 1, 2025, and shall be updated if spending plans change, subject to approval by the Local CJTA Panel, HCA Contract Manager and subsequently the State CJTA Panel. Contractor may request an extension of up to 30 calendar days on the CJTA Plan due date, and HCA may approve the extension in its sole discretion.

7. Data Reporting Requirements

- 7.1. Contractor shall ensure that staffing is sufficient to support CJTA-related data analytics and related data systems to oversee all data interfaces and support the specific reporting requirements under Contract.
- 7.2. Contractor will work with Research and Data Analysis Division (RDA) within Washington State Department of Social and Health Services (DSHS) at its desired cadence to provide requested data to assist in partnered efforts funded through CJTA dollars, such as compiling a state drug court data dashboard. These expectations are distinct from program activities reporting to HCA and are only applicable to courts/counties not using the Drug Court Case Management System.
- 7.3. Contractor will work with HCA should system data reporting submission requirements change.
- 7.4. Contractor shall ensure that all Subcontractors required to report programmatic data have the capacity to submit all HCA required data to enable the Contractor to meet the requirements under the Contract.
 - 7.4.1. There are three quarterly reports that the Contractor will be responsible for submitting: The Quarterly Progress Report (QPR), the Revenue and Expenditure Report (R&E), and the Programmatic Treatment Report (PTR)/ Program Data Acquisition, Management and Storage (PDAMS).
 - 7.4.2. HCA Contract Manager will provide Contractor with a template form for the QPR that will report on the following program elements:
 - 7.4.2.1. Number of individuals served under CJTA funding for that time period;
 - 7.4.2.2. Barriers to providing services to the Criminal Justice Population;
 - 7.4.2.3. Strategies to overcome the identified barriers;
 - 7.4.2.4. Training and Technical assistance needs;
 - 7.4.2.5. Success stories or narratives from individuals receiving CJTA services; and
 - 7.4.2.6. If a Therapeutic Court receives CJTA funded services, the number of admissions of individuals into the program who were either already on MOUD, referred to MOUD, or were provided information regarding MOUD.

- 7.4.3. HCA Contract Manager will provide the Contractor with a template form for the R&E report that captures the fiscal expenditures for that quarter.
 - 7.4.3.1. Contractor will use the Excel document provided by HCA;
 - 7.4.3.2. Contractor will report the amount of CJTA expenditures for each state fiscal quarter (State Fiscal quarters end on March 31, June 30, September 30, and December 31);
 - 7.4.3.3. document must be completed in its entirety; and
 - 7.4.3.4. Completed R&E report must be submitted within 45 days of the end of each State Fiscal Quarter.
- 7.4.4. Contractor is responsible for submitting the PTR each quarter through a Managed File Transfer (MFT). During the Contract period, the PTR reporting process may change to PDAMS, which will require Contractor to provide data directly into a system rather than through MFT. The data to be collected will not change, just the method of submission to HCA. HCA Contract Manager will provide Contractor with an excel workbook template and/or additional instructions for submission of data that will capture a variety of demographic and programmatic data that supports the services being provided by the state appropriations. In addition, this process will include the following:
 - 7.4.4.1. Contractor will ensure that their subcontractor has the bandwidth to complete all data elements requested in the PTR.
 - 7.4.4.2. Contractor may allow the subcontractor to do all data entry, but the PTR must be submitted into the Behavioral Health Data System (BHDS) by Contractor through the established Secure File Transfer procedure within 45 days of the end of each State Fiscal Quarter. The Contractor may request an extension of this requirement during the first Contract term. Files submitted must conform to the following naming convention: _<County Name>_<Date of Upload>.
 - 7.4.4.3. The Contractor will review for completeness and accuracy each PTR that they receive from the subcontractor.
 - 7.4.4.4. The Contractor will work with their subcontractors to ensure that any applicable Release of Information (ROI) forms are updated to account for the sharing of Personal Health Information (PHI) with the HCA.

8. Billing and Payment

- 8.1. Initial payment will be provided following receipt and acceptance of the CJTA Biennial Plan in the amount of \$10,000. Subsequent payments will be disbursed on a quarterly basis following the receipt of noted deliverables (QPR, R&E, PTR) in the amounts outlined in the deliverables table below.
 - 8.1.1. In the interest of both honoring a deliverables-based contract and minimizing waste and removing previous recoupment processes, an allocation at the end of the contract period will be altered based on actual spending calculated with data received from R&E reports throughout the biennium.
 - 8.1.1.1. Disbursements for the final quarter of the Contract term will be reduced in accordance with actual spending – unspent funds in smaller amounts would be subtracted from the anticipated disbursement.
 - 8.1.1.2. Should a considerable amount of funds remain unspent – in an amount exceeding the anticipated disbursement – the final quarterly disbursement of FY27 would be forfeited, however, any excess beyond the anticipated disbursement the Contractor would be permitted to keep. For example: if a Contractor is underspent by \$50,000, and the amount that would have been distributed per the deliverables table was \$40,000, then Contractor would not be paid the \$40,000, but would be able to keep the \$10,000 difference and not need to repay it.
- 8.2. Payment will be contingent upon HCA Contract Manager acceptance of the deliverables, and approval of a correct and complete Revenue and Expenditure Report from Contractor.
- 8.3. Contractor is required to limit Administration costs to no more than ten percent (10%) of the Total Maximum Compensation. Administration costs will be measured on a fiscal year basis and based on the information reporting in the Revenue and Expenditure reports and reviewed by the HCA Contract Manager.
- 8.4. Funding to support workforce (i.e., retention bonuses) must be reviewed and approved by HCA Contract Manager prior to being expended.
- 8.5. Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by HCA of the properly completed reports.
- 8.6. Payment may be withheld if the deliverables are not met by the date indicated in the table below.

8.7. Deliverables Table

Deliverables Table July 1, 2025 through June 30, 2027			
#	Deliverable	Due Date	Maximum Amount
1	Submit an updated Criminal Justice Treatment Account (CJTA) Plan that was approved by the Local CJTA panel and signed by County Legislative Authority that indicates how the CJTA Supplemental will be utilized.	October 1, 2025	\$10,000.00
2	Quarterly Reports (x 7 Quarters) • Progress Report • R&E • PTR	45 calendar days of end of State Fiscal Quarter	\$80,139/Quarter
3	Final Quarterly Reports • Progress Report • R&E • PTR	45 calendar days of end of June 30, 2027	Based on actual expenditures per Section 8.1.1 but not to exceed \$80,135.00
Total Maximum Compensation			\$651,108.00