

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Whatcom County Prosecuting Attorney's Office
Division/Program: (i.e. Dept. Division and Program)	6510 Prosecuting Attorney Admin
Contract or Grant Administrator:	Vanessa Martin
Contractor's / Agency Name:	Sea Mar Community Health Centers

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	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?	If yes, grantor agency contract number(s):	CFDA#:	16.838
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201911012	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	Contract Cost Center:	2622
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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If YES, indicate exclusion(s) below:

<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "C" of the Budget Ordinance</li> <li>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.</li> </ol>
\$ 288,778	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: This contract funds the oversight and administration of the LEAD Program and integration with the GRACE Program.

Term of Contract:	1 Year	Expiration Date:	02/28/2021
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Contract Routing:	1. Prepared by: JT	Date:	02/07/20
	2. AS Finance reviewed:	Date:	
	3. IT reviewed (if IT related):	Date:	
	4. Contractor signed:	Date:	
	5. Submitted to Exec.:	Date:	
	6. Council approved (if necessary):	Date:	
	7. Executive signed:	Date:	
	8. Original to Council:	Date:	

**CONTRACT FOR SERVICES AGREEMENT  
Law Enforcement Assisted Diversion (LEAD) Program**

Sea Mar Community Health Centers, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9,
- Exhibit A (Scope of Work), pp. 10 to 14,
- Exhibit B (US Department of Justice Contract), pp. 15 to 35,
- Exhibit C (Compensation), pp. 36 to 37,
- Exhibit D (Certificate of Insurance), p. 38,
- Exhibit E (Certification Regarding Lobbying), p. 39,
- Exhibit F (Sub-Recipient Agreement), pp. 40 to 41.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1<sup>st</sup> day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 28<sup>th</sup> day of February, 2021.

The general purpose or objective of this agreement is to operate the LEAD program. The LEAD program is defined in Exhibit A hereto. In case of any conflict between the language provided here and in Exhibit A, the language of Exhibit A shall control. Additionally, the specific purpose or objective for this agreement is to ensure compliance with the US Department of Justice's cooperative agreement in project number 2019-AR-BX-K015, attached hereto as Exhibit B. In case of conflict between the languages here and Exhibit B: B controls.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$288,778. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of March, 2020.

CONTRACTOR:

  
 \_\_\_\_\_  
 Rogelio Riojas, Sea Mar Community Health Centers

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

On this 4<sup>th</sup> day of March, 2020, before me personally appeared Rogelio Riojas to me known to be the President of Sea Mar Community Health Centers and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



NOTARY PUBLIC in and for the State of Washington, residing at

Bellevue My commission expires 8-23-20



## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

The Contractor agrees to provide services as set forth in Exhibit A as a Federally authorized subrecipient pursuant to Exhibit B.

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this 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 programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### **Series 20-29: Provisions Related to Consideration and Payments**

#### 20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "C." Where Exhibit "C" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "C," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "C" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "C."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made

hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "C" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, and subject to data reporting provisions of Exhibit B.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County or pursuant to Exhibit B. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision or breach of Exhibit B.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00    General Liability & Property Damage for bodily injury- \$1,000,000.00

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "D". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

- a. Professional Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate:  
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and all federal laws articulated in Exhibit B.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Vanessa Martin, Administrative Manager  
Whatcom County Prosecuting Attorney's Office  
311 Grand Avenue, Suite 201  
Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System" in the System for Award Management (SAM) website is available to research this information at [www.SAM.gov](http://www.SAM.gov). Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred pursuant to Exhibit B.

38.3 E-Verify: Not Applicable



**Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in US District Court Western District of Washington pursuant to both the procedural and substantive laws of the United States, including federal statutes of limitation and the Federal Arbitration Act. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the American Arbitration Association or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive

damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of United States of America.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the US District Court Western District of Washington. This Agreement shall be governed by the laws of the United States.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3 , 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

## Exhibit "A" SCOPE OF WORK

### I. Background

Jurisdictions across the United States are seeking to implement programs that offer viable and effective alternatives to criminalization and incarceration for individuals engaged in law violations due to behavioral health conditions, continued drug use and the effects of extreme poverty. Diversion programs divert individuals away from the criminal legal system and connect them with intensive case managers and wrap-around services including substance use disorder treatment. The earlier an individual is diverted in the process, the more significant potential for criminal justice savings.

Law Enforcement Assisted Diversion (LEAD) is a community-based diversion program with the goals of improving public safety and public order, and reducing unnecessary justice system involvement of people who participate in the program. In a LEAD arrest diversion program, police officers exercise discretionary authority at point of contact to divert individuals to a community-based intervention for law violations driven by unmet behavioral health needs or poverty. LEAD was first launched in Seattle, WA in 2011 as a new harm-reduction oriented process for responding to low-level offenses.

The Whatcom LEAD Program will operate as part of the GRACE (Ground-level Response And Coordinated Engagement) Program. GRACE is designed to provide intensive care coordination services to individuals who frequently use the crisis response system and law enforcement in ineffective ways. For both GRACE and LEAD, care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. Intensive case managers work in partnership to assist law enforcement and other first responders in recognizing signs and symptoms of mental illness and substance use disorders and identifying alternatives to jail and crisis services responses.

The general goals of the LEAD program are to: 1) improve public safety and public order, 2) reduce law violations by individuals who participate in the program 3) help individuals achieve stability in their communities.

LEAD cannot work without the dedicated efforts of independent agencies and sometimes multiple jurisdictions. LEAD community partners include, but are not necessarily limited to: the Whatcom County Health Department, the City of Bellingham, law enforcement agencies and jurisdictions throughout all of Whatcom County, the Whatcom County jail, small cities, tribal nations, service providers, and elected officials.

The purpose of this contract is to fund Sea Mar Community Health Center (Sea Mar) for the purpose of integrating the LEAD Program with the GRACE program. Sea Mar will provide oversight and general administrative duties to support the care coordination and case management services to an identified population. Sea Mar acts as the Hub in a "hub and spoke" model for the GRACE Program and will expand its operations to include LEAD Intensive Case Managers with the community partners serving as the "spokes". Sea Mar will facilitate the development of Community Support Plans on behalf of LEAD participants in collaboration with LEAD program community partners when necessary.

### II. Definitions

Harm reduction framework: This approach requires a focus on the individual's wellness rather than an exclusive focus on sobriety. The goal is to address the participant's drug activity and any other factors driving their problematic behavior, building a relationship without employing coercion or shame.

HUB: The agency/contractor that facilitates and/or provides LEAD participants engagement, intervention planning, care coordination, and program quality assurance. The Hub will provide leadership to the community

and its partners in its primary responsibility for administration of the county-wide LEAD as part of the GRACE program.

Policy Committee: Representatives from the stakeholder agencies, acting in an advisory capacity to the county and the Hub/contractor, providing guidance on policies, goals and objectives, and expected outcomes of the LEAD program.

Julota: Julota is a web-based and mobile integrated software platform that will be utilized by multiple agencies to track and monitor services and care provided to individuals within the LEAD Program. Julota is a consent and technology infrastructure that allows community care organizations to communicate with each other using their current software platforms

Program Team: An identified group of community service providers comprised largely of "spoke" organizations at the program level acting in an advisory capacity to the County and the Contractor/Hub on GRACE/LEAD practices and procedures.

Spokes: Spokes are the organizations that provide services to LEAD members and coordinate care, to include behavioral health treatment, housing and other social services, and medical care.

### III. Statement of Work

#### A. Program Services

The Contractor serves as the Hub for the GRACE program and accordingly will expand its role to include LEAD. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to LEAD members, provide direct care coordination and case management, facilitate the development of Community Support Plans, and report on identified performance and outcome measures. The contractor will assume a primary leadership role for the Intensive Case Management (ICM) activities of the LEAD Program in collaboration with the County, and integrating GRACE/LEAD programs.

Specific responsibilities of the contractor include:

1. Maintain staff capacity to operate the LEAD ICM activities, providing supervisory and general administrative support to the LEAD ICM team; ensure appropriate staff training and supervision related to the complex challenges of LEAD participants.
2. Work with County to identify topics of training to offer to spoke agencies and the community that will support the goals and activities of the LEAD program.
3. Update and/or develop policies and procedures, in collaboration with the county, that will inform and guide the LEAD program activities and expectations.
  - a. Policies and procedures will include guidance on member eligibility, referrals, types of services provided, Community Support Plans, spoke expectations and commitment of participation, data.
  - b. Educate and update the spoke agencies on LEAD policies and procedures and their expected role as LEAD partners
4. Work directly with Prosecuting Attorney's offices to determine the status of an individual as a LEAD participant.
5. Convene and participate in advisory team meetings to be determined and facilitate meetings as indicated.
6. Work closely with County and other funders to refine and analyze metrics for LEAD program outcome measures and employ a continuous quality improvement process.

7. Educate community about the LEAD program in collaboration with the County, ensure consistent, accurate and effective communication with multiple, diverse stakeholders as appropriate.
8. Facilitate and provide engagement, care coordination and case management services to LEAD participants including:
  - a. Work closely with law enforcement agencies to coordinate outreach activities to LEAD participants, responding on a 24/5 basis to include teaming with these agencies during participant contacts to encourage participation in the LEAD program; maintain engagement and care coordination efforts despite their reticence for help, to the extent appropriate.
  - b. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate; specifically coordination of services that relate to legal issues and process.
  - c. Work with spoke agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the LEAD participants.
  - d. Provide services out of office and on-site whenever possible to best achieve the goals of the participants' Community Support Plans.
  - e. Arrange transportation or provide transportation for LEAD participants for necessary appointments, as appropriate.
9. Develop and provide oversight of Community Support Plans for participants in the LEAD Program including:
  - a. Screen and assess or arrange for assessments of LEAD participants as appropriate in an effort to develop and implement Community Support Plans that are responsive to identified needs.
  - b. Convene and facilitate meetings with spoke agencies focused on development, implementation, and oversight of Community Support Plans for participants of the LEAD program as necessary.
  - c. Ensure quality Community Support Plans are created to meet the complex needs of LEAD participants to the greatest extent possible.
10. Work with County to maintain a member database and a reporting and communication mechanism, considering the needs for dynamic information exchange with multiple community partners
11. Comply with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.
12. Work with County to identify and implement billing for participant services to Medicaid and other payers as eligible and appropriate.
13. Work closely with the County to ensure program costs are sufficiently funded and request timely reviews of program operational expenses.

**B. Service Eligibility**

The target population of the LEAD Program consists of individuals who are engaged in law violations due to behavioral health challenges, continued drug use and/or extreme poverty. The contractor will accept referrals from law enforcement and prosecuting attorney offices.

**IV. Program Requirements**

**A. Staffing**

The contractor will provide staffing sufficient to operate the LEAD program. Adequate capacity for operations must include program management and supervision, accounting and performance management,

care coordination and case management, community engagement, participant programming facilitation, and collaboration with the LEAD advisory groups.

Hub operations and care coordination/case management will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The Contractor shall ensure that LEAD program staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being. Requirements for LEAD Hub program staff follow:

1. Retain program staff to provide Program Management, Care Coordination/Case Management capacity.
  - a. Program Management shall be provided by a staff member, up to 0.4 FTE, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex participants.
  - b. Care Coordination and Case Management services shall be provided by no less than three (3) full-time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. One of the full time staff will act as Program lead/supervisor and the County prefers that this position holds a Master's level degree in a behavioral health or other relevant field. The County prefers that the remaining case management staff hold a bachelor's degree or higher in a behavioral health, or other relevant field. A waiver of any of the educational or professional requirements requires approval by the County and will be considered as requested by the Contractor.
  - c. No less than two (2) staff members must carry a full caseload of approximately 15-20 LEAD participants each and the Program Supervisor will carry a partial caseload of approximately 10 participants.

B. The Contractor will also fulfill the following requirements:

1. Provide administrative support sufficient to sustain the LEAD program functions.
2. Provide office space, furniture and equipment sufficient to support the LEAD Hub, co-locating with law enforcement, as appropriate.
3. Provide administrative and clinical supervision of program direct service staff.
4. Work with County to modify program as necessary in response to potential changes relative to data collection and reporting.
5. Work with County to review LEAD budget as needed to ensure adequate funding support for costs when/if program modifications are made.
6. Update Memorandums of Understanding (MOUs)/data sharing agreements with community service partners as necessary to clarify roles and responsibilities of coordination and collaborative efforts on behalf of LEAD participants, to be reviewed annually.
7. Update MOUs with Law Enforcement agencies as necessary to clarify roles and partnership between LEAD Care Coordination staff and law enforcement officers, to be reviewed annually.

## **V. Reporting Requirements**



A. The Contractor shall work in collaboration with the County and the Policy Team to identify specific metrics for LEAD program outcomes. Expected program overarching outcomes include:

1. Reduction in jail admissions/reduction in jail bed day utilization.
2. Reduction in law enforcement responses.

3. Improved health conditions of LEAD participants.
  4. Improved public safety and public order.
- B. The Contractor will collect baseline data on participants newly admitted to the LEAD program to include historical encounters with Law Enforcement. On a monthly basis, data will be collected by individual LEAD participants on current utilization of these encounters as well as utilization of other first responder services. The Hub organization will work closely with the County to design a reporting tool, and then submit a monthly report which will include the following data:
1. Arrests;
  2. Jail admissions;
  3. Jail bed day stays;
  4. First Responder calls for assistance - law enforcement;
  5. Drug trends.

 ORIGINAL

WHATCOM COUNTY  
CONTRACT NO.  
201911012

 <p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p>	<p><b>Cooperative Agreement</b></p>	PAGE 1 OF 18
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Whatcom 311 Grand Avenue Bellingham, WA 98225-4038	4. AWARD NUMBER: 2019-AR-BX-K015	
	5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022	
2a. GRANTEE IRS/VENDOR NO. 916001383	6. AWARD DATE 09/29/2019	7. ACTION Initial
2b. GRANTEE DUNS NO. 060044641	8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Law Enforcement Assisted Diversion (LEAD) Program	9. PREVIOUS AWARD AMOUNT \$ 0	
	10. AMOUNT OF THIS AWARD \$ 900,000	
	11. TOTAL AWARD \$ 900,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114		
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.838 - Comprehensive Opioid Abuse Site-Based Program		
15. METHOD OF PAYMENT GPRS		
AGENCY APPROVAL	GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jack Louws County Executive	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 11.14.19
AGENCY USE ONLY		
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD DIV YEAR CODE ACT OFC REG SUB POMS AMOUNT X B AR 80 00 00 900000	21. UARUGT1700	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Approved as to form:  
  
Civil Deputy Prosecuting Attorney (Date) 11/14/19





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*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.





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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award. If the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
34. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.



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35. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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41. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

42. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
43. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
44. Protection of human research subjects
- The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
45. Justice Information Sharing
- Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
46. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-AR-BX-K015 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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47. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

49. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

50. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

51. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

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52. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

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**U.S. Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orben Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for County of Whatcom

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



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**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Cooperative Agreement**

PROJECT NUMBER

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This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114

1. STAFF CONTACT (Name & telephone number)

Elizabeth White  
(202) 598-7402

2. PROJECT DIRECTOR (Name, address & telephone number)

Vanessa Martin  
Administrative Manager  
311 Grand Avenue  
Bellingham, WA 98225  
(360) 778-5716

3a. TITLE OF THE PROGRAM

Category 1: Locally Driven Responses to the Opioid Epidemic

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Law Enforcement Assisted Diversion (LEAD) Program

5. NAME & ADDRESS OF GRANTEE

County of Whatcom  
311 Grand Avenue  
Bellingham, WA 98225-4038

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 900,000

10. DATE OF AWARD

09/29/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Comprehensive Opioid Abuse Site-based Program (COAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to plan, develop, and implement comprehensive efforts to identify, respond to, treat, and support those impacted by the opioid epidemic. The Harold Rogers Prescription Drug Monitoring Program (PDMP) has been incorporated into the FY 2019 COAP solicitation. The purpose of the Harold Rogers PDMP is to improve collaboration and strategic decision making among regulatory and law enforcement agencies and public health entities to address prescription drug and opioid abuse, save lives, and reduce crime.

COAP aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. The program also supports the implementation, enhancement, and proactive use of PDMPs to support clinical decision making and prevent

the abuse and diversion of controlled substances. Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.

The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to the opioid epidemic that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for non-violent drug offenders; promote education and prevention activities; and address the needs of children impacted by the opioid epidemic. All projects are expected to involve multiple agencies and partners.

The Whatcom County Prosecuting Attorney's Office (PAO) will implement a Law Enforcement Assisted Diversion (LEAD) program in Whatcom County. Grant funds will be used to hire a Project Coordinator through the Whatcom County PAO and three Case Managers through a subcontract to Sea Mar Community Health Center. Funds will also be used to support transitional housing. Project partners include the Whatcom County Public Defender's Office, the Whatcom County Sheriff's Office, the Whatcom County Health Department, the City of Bellingham Police Department, the City of Bellingham City Attorney's Office and Sea Mar Community Health Center.

CA/NCF

**Exhibit "C"**  
**COMPENSATION**

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$288,778 is the United States Department of Justice – Law Enforcement Assisted Diversion (LEAD) Program Grant (CFDA #16.838). The budget for this work is as follows:

<b>Personnel Costs</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>Budget</b>
LEAD Supervisor	General Ledger (GL) Detail	\$60,000
Intensive Case Managers (2 FTE)	GL Detail	\$93,828
Program Manager (0.4 FTE)	GL Detail	\$31,200
Benefits	GL Detail	\$49,032.42
<b>Total Personnel Costs:</b>		<b>\$234,060.42</b>
<b>Other Direct Costs (list):</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>Budget</b>
Mileage	Copies of mileage records, including the name of staff member, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.	\$5,000
Training (including dues and licenses directly related to the Program), Travel (including per diem)	a. Receipts for fees related to registration, training, licenses, and dues. b. Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates ( <a href="http://www.gsa.gov">www.gsa.gov</a> ) specific to location.	\$4,000
Office Furniture	GL Detail	\$600
Office Supplies	GL Detail	\$2,000
Technology (including cell phones, tablets, monthly cell phone plans)	GL Detail	\$7,500
Motivational Incentives for clients	GL Detail/Receipts and documentation to support dispersals	\$5,000
Marketing	GL Detail	\$2,000
Personnel + Other Direct Costs		\$260,160.42
Indirect Costs - not to exceed 11% of expenses		\$28,617.65
<b>TOTAL BUDGET:</b>		<b>\$288,778</b>

**II. Budget, Rates, and/or Allowable Costs:**

Allowable costs are those set out in the approved budget submitted by the Contractor. Costs between line items cannot exceed 10% without prior written approval from County.

During calendar year 2020, quarterly reconciliation will occur to account for Contractor reimbursement from Medicaid billings. Any costs reimbursed for these services to the Contractor will not be eligible for reimbursement through this Contract.

### **III. Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices including required documentation to:

VMartin@co.whatcom.wa.us

OR

Vanessa Martin, Administrative Manager  
Whatcom County Prosecuting Attorney  
311 Grand Avenue, Suite 201  
Bellingham, WA 98225

2. Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. 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.**

5. 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, 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.

Exhibit "D"  
**INSURANCE**





# Sea Mar Contract Summary

CONTRACT INFORMATION			
<b>Sea Mar location(s) affected:</b>	GRACE – Whatcom County <span style="float: right;">(LEAD)</span>		
<b>Contract Summary Prepared by:</b>	John Neibert for Dr. Jeffrey Gibbs <span style="float: right;">and Jennifer Lung</span>		
<b>With whom we are contracting:</b>	Whatcom County		
<b>Contract number:</b>			
<b>Contract type:</b>	Service Contract		
<b>If "Other," please specify:</b>			
<b>If Grant or Fee-for-Service, select ALL funding sources that apply:</b>	<input type="checkbox"/> Federal CFDA #:	<input type="checkbox"/> State Foundation	<input type="checkbox"/> Other (please specify):
	<input type="checkbox"/> City	<input checked="" type="checkbox"/> County	
<b>Department Code (Cost Center):</b>	664		
<b>Time period of contract:</b>	<b>Start Date/ Effective Date:</b>	<b>End Date:</b>	
	1 March 2020	28 February 2021	
	<input type="checkbox"/> Ongoing/automatic renewals unless terminated by either party		
<b>Contact information for whom we are contracting with:</b>	Vanessa Martin, Administrative Manager Whatcom County Prosecuting Attorney's Office 311 Grand Avenue, Suite 201 Bellingham, WA 98225		
<b>Where should contract be mailed?</b> (Include special mailing instructions.)	<input checked="" type="checkbox"/> Same as above	<input type="checkbox"/> See below	
	311 Grand Avenue, Suite 201 Bellingham, WA 98225		
<b>Summarize goals, objectives and scope of work:</b>			
Goals: 1.) Improve public safety and public order, 2.) reduce law violations by individuals who participate in the program 3.) Help individuals achieve stability in their communities. Provide leadership to the community and its partners, stakeholders in its primary responsibility for administration of the county-wide Law Enforcement Assisted Diversion (LEAD), and as part of the Ground-Level Response and Coordinated Engagement (GRACE) program.			
<b>Is this a renewal or amendment of an existing contract?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>If "Yes," please summarize changes:</b>			
<b>Is this contract replacing an existing contract?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>If Yes, please list the current agreement and if the agreement has been terminated:</b>			
<b>Who is responsible for ensuring that contract/program requirements are fulfilled?</b> Please include name, title and location/department. Vanessa Martin, Administrative Manager, Whatcom County Prosecuting Attorney's Office and Malora Christensen, GRACE Program Manager, Sea Mar Community Health Organization, Whatcom County. <span style="float: right;">Con Folie</span>			
<b>Please list any concerns you may have in regard to the contract, whether it be in the form that it was written and/or clarity of the contract:</b> N/A			
<b>Are there any IT implications involved with this contract?</b> Yes* <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">No</span>			
*If yes, please have Vinay Sayala review contract before submitting to Admin.			
<b>Is this a Vendor Agreement over \$50,000?</b> Yes* <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">No</span>			
*If yes, please have Jesus Sanchez review contract before submitting to Admin.			

# Sea Mar Contract Summary

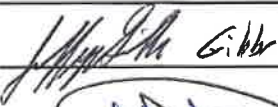

<b>REPORTING/BILLING INFORMATION</b>			
<i>Please answer ALL applicable questions, and include detailed information. If not applicable, please write "N/A."</i>			
<b>List reporting requirements, including frequency of reporting and deadlines (include page #s):</b> Pg. 14 Monthly data reporting to LEAD stakeholders. Monthly reporting to county partners.			
<b>Who is responsible for reporting? Include name, title and location/department.</b> Malora Christensen, GRACE Program Manager			
<b>Explain procedure for billing (include page #'s, if applicable):</b> PG 16. Sea Mar will submit itemized invoices NLT 15 <sup>th</sup> of the month for the following month of service, in the approved county format to <a href="mailto:VMartin@co.whatcom.wa.us">VMartin@co.whatcom.wa.us</a> Vanessa Martin, Administrative Manager Whatcom County Prosecuting Attorney 311 Grand Avenue, Suite 201 Bellingham, WA 98225			
<b>Who at Sea Mar is responsible for billing? Include name, title and location/department.</b> Malora Christensen, GRACE Program Manager, and Jennifer Luna, Director - Care Management with support of the accountin team			
<b>Who is responsible for reporting information to Sea Mar Accounting?</b> Malora Christensen, GRACE Program Manager, and Jennifer Luna, Director – Care Management			
<b>Dollar Amounts:</b>	\$ 288,778	<b>Select one of the following:</b> TOTAL Maximum of Contract <input type="checkbox"/> No Monies Involved/No Cost	<input type="checkbox"/> See Attached Fee Schedule <input type="checkbox"/> Amount per MONTH <input checked="" type="checkbox"/> Amount per YEAR
		<b>Other – Please describe:</b> This is the state grant, the county anticipated additional funding for this program.	

**Please note:**

- It is crucial that supervisors distribute the reporting requirements and deadlines to all staff involved.
- It is also crucial to notify Accounting and Billing departments if they are involved in the contract.
  - \* If this is a new grant contract, please contact Accounting to discuss billing/invoicing procedure and how funds should be allocated.
- Please send copies of all reports to Admin for the contract file.

Return the contract summary to Admin with your Department Head's signature within 3 business days of receiving the contract. If you received the contract directly, please include the contract and all supporting documentation along with the contract summary.

## EXECUTIVE REVIEW

<b>Vinay Sayala</b> <i>(if applicable)</i>		Date _____
<b>Jesus Sanchez</b> <i>(if applicable)</i>		Date _____
<b>Department Head</b>		Date <u>02/25/2020</u>
<b>Mike Leong</b>		Date <u>2/22/20</u>
<b>Dustin Greer</b>		Date <u>2/24/20</u>
<b>Mary Bartolo</b>		Date <u>2/25/2020</u>

Administration Use Only	
Date Received: <b>FEB 27 2020</b>	Date Mailed: <b>MAR 04 2020</b>

MAILED

# Sea Mar Contract Summary

<b>Conflict of Interest Addendum Needed?</b> Y <input checked="" type="radio"/> N	
<b>Proof of Insurance Needed?</b> Y <input type="radio"/> N <input checked="" type="radio"/>	FEB 27 2020
<b>Proof of L&amp;I Licensing?</b> Y <input type="radio"/> N <input checked="" type="radio"/>	
<b>Exclusion Check:</b> <a href="http://exclusions.oig.hhs.gov/">http://exclusions.oig.hhs.gov/</a> Agency pass? <input checked="" type="radio"/> Y <input type="radio"/> N	Date Checked _____
<b>System for Award Management:</b> <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> Agency pass? <input checked="" type="radio"/> Y <input type="radio"/> N	Date Checked <b>FEB 27 2020</b>
<input checked="" type="checkbox"/> Reporting requirements logged	
<input checked="" type="checkbox"/> Insurance requirements met	
<input checked="" type="checkbox"/> Audit requirements logged	

Exhibit "D"  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Sea Mar Community Health Centers

Printed Name and Title of Authorized Individual: Rogelio Rojas, CEO

  
Signature

3/3/20  
Date

**Exhibit "F"**  
**SUB-RECIPIENT AGREEMENT BETWEEN**  
**WHATCOM COUNTY**  
**AND**  
**SEA MAR COMMUNITY HEALTH CENTERS**

**THIS SUB-RECIPIENT AGREEMENT** is made and entered into by Whatcom County, herein referred to as the "County" and Sea Mar Community Health Centers, herein after referred to as "Agency".

This is a subgrant of the United States Department of Justice Law Enforcement Assisted Diversion (LEAD) Program Grant (Award #2019-AR-BX-K015 – 10/01/2019 – 09/30/2022), CFDA #16.838 – Comprehensive Opioid Abuse Site-based Program (Whatcom County contract #201911012).

The purpose of this subaward is as stated in this agreement.

The Agency agrees to comply with the following General Terms and Conditions and to incorporate the terms and conditions included herein in any and all subcontracting agreements entered into pursuant to this agreement.

**GENERAL TERMS AND CONDITIONS**

**1. Administrative Requirements:**

The Agency shall comply with all requirements 2 CFR Part 200, as applicable.

The Agency shall comply with federal and state laws and regulations, including all nondiscrimination laws, but not limited to, Title VII of the Civil Rights Act, 42 USC 12101 et seq.; the Americans with Disabilities (ADA); and Chapter 49.60 RCW.

**2. Federal Funds Requirements:**

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200.

The Agency shall maintain records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Agency shall include the above audit requirements in any subcontracts.

The Agency is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to the County's requests for information or corrective action concerning audit issues within 30 days of the date of request. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.

Once the single audit has been completed, the Agency must send a full copy of the audit to the County and a letter stating there were no findings or, if there were findings, a list of the findings.

**3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions:**

The Agency certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Agency further agrees that it shall not knowingly enter into any lower-tier covered transactions (a transaction between the Agency and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Agency agrees to include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction" without modification, in all lower-tier covered transactions and in all solicitations for lower tier transactions.

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at <http://www.epls.gov/>.

**4. Internal Controls**

Maintain internal controls that provide reasonable assurance the County/Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.

**5. Law Enforcement Assisted Diversion (LEAD) Program Grant Award Terms:**

The Agency shall comply with all applicable "subgrantee" and "subrecipient" terms of United States Department of Justice award #2019-AR-BX-K015 (Whatcom County Contract #201911012) available for review at:

<http://documents.whatcomcounty.us/weblink8/0/doc/4500115/Page1.aspx?searchid=c2d63527-6ea6-4e58-b69b-6e6c6810c910>.

**CONTRACT FOR SERVICES AGREEMENT  
Law Enforcement Assisted Diversion (LEAD) Program**

Sea Mar Community Health Centers, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9,
- Exhibit A (Scope of Work), pp. 10 to 14,
- Exhibit B (US Department of Justice Contract), pp. 15 to 35,
- Exhibit C (Compensation), pp. 36 to 37,
- Exhibit D (Certificate of Insurance), p. 38,
- Exhibit E (Certification Regarding Lobbying), p. 39,
- Exhibit F (Sub-Recipient Agreement), pp. 40 to 41.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1<sup>st</sup> day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 28<sup>th</sup> day of February, 2021.

The general purpose or objective of this agreement is to operate the LEAD program. The LEAD program is defined in Exhibit A hereto. In case of any conflict between the language provided here and in Exhibit A, the language of Exhibit A shall control. Additionally, the specific purpose or objective for this agreement is to ensure compliance with the US Department of Justice's cooperative agreement in project number 2019-AR-BX-K015, attached hereto as Exhibit B. In case of conflict between the languages here and Exhibit B: B controls.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$288,778. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of March, 2020.

CONTRACTOR:

  
 \_\_\_\_\_  
 Rogelio Riojas, Sea Mar Community Health Centers

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

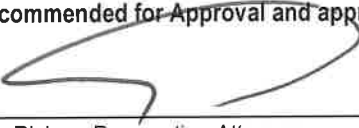
On this 4<sup>th</sup> day of March, 2020, before me personally appeared Rogelio Riojas to me known to be the President of Sea Mar Community Health Centers and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



  
 \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of Washington, residing at  
Bellevue My commission expires 8-23-20

**WHATCOM COUNTY:**

Recommended for Approval and approved as to form:

  
Eric Richey, Prosecuting Attorney      2/24/20  
Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON    )  
  ) ss  
COUNTY OF WHATCOM    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at  
Bellingham. My commission expires \_\_\_\_\_.

**CONTRACTOR INFORMATION:**

Sea Mar Community Health Centers  
1040 South Henderson Street  
Seattle, WA 98108  
(253) 763-5277



## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

The Contractor agrees to provide services as set forth in Exhibit A as a Federally authorized subrecipient pursuant to Exhibit B.

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this 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 programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### **Series 20-29: Provisions Related to Consideration and Payments**

#### 20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "C." Where Exhibit "C" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "C," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "C" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "C."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made

hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "C" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, and subject to data reporting provisions of Exhibit B.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County or pursuant to Exhibit B. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision or breach of Exhibit B.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00    General Liability & Property Damage for bodily injury- \$1,000,000.00

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "D". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

- a. Professional Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate:  
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and all federal laws articulated in Exhibit B.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Vanessa Martin, Administrative Manager  
Whatcom County Prosecuting Attorney's Office  
311 Grand Avenue, Suite 201  
Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System" in the System for Award Management (SAM) website is available to research this information at [www.SAM.gov](http://www.SAM.gov). Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred pursuant to Exhibit B.

38.3 E-Verify: Not Applicable

**Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in US District Court Western District of Washington pursuant to both the procedural and substantive laws of the United States, including federal statutes of limitation and the Federal Arbitration Act. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the American Arbitration Association or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive

damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of United States of America.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the US District Court Western District of Washington. This Agreement shall be governed by the laws of the United States.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3 , 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

## Exhibit "A" SCOPE OF WORK

### I. Background

Jurisdictions across the United States are seeking to implement programs that offer viable and effective alternatives to criminalization and incarceration for individuals engaged in law violations due to behavioral health conditions, continued drug use and the effects of extreme poverty. Diversion programs divert individuals away from the criminal legal system and connect them with intensive case managers and wrap-around services including substance use disorder treatment. The earlier an individual is diverted in the process, the more significant potential for criminal justice savings.

Law Enforcement Assisted Diversion (LEAD) is a community-based diversion program with the goals of improving public safety and public order, and reducing unnecessary justice system involvement of people who participate in the program. In a LEAD arrest diversion program, police officers exercise discretionary authority at point of contact to divert individuals to a community-based intervention for law violations driven by unmet behavioral health needs or poverty. LEAD was first launched in Seattle, WA in 2011 as a new harm-reduction oriented process for responding to low-level offenses.

The Whatcom LEAD Program will operate as part of the GRACE (Ground-level Response And Coordinated Engagement) Program. GRACE is designed to provide intensive care coordination services to individuals who frequently use the crisis response system and law enforcement in ineffective ways. For both GRACE and LEAD, care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. Intensive case managers work in partnership to assist law enforcement and other first responders in recognizing signs and symptoms of mental illness and substance use disorders and identifying alternatives to jail and crisis services responses.

The general goals of the LEAD program are to: 1) improve public safety and public order, 2) reduce law violations by individuals who participate in the program 3) help individuals achieve stability in their communities.

LEAD cannot work without the dedicated efforts of independent agencies and sometimes multiple jurisdictions. LEAD community partners include, but are not necessarily limited to: the Whatcom County Health Department, the City of Bellingham, law enforcement agencies and jurisdictions throughout all of Whatcom County, the Whatcom County jail, small cities, tribal nations, service providers, and elected officials.

The purpose of this contract is to fund Sea Mar Community Health Center (Sea Mar) for the purpose of integrating the LEAD Program with the GRACE program. Sea Mar will provide oversight and general administrative duties to support the care coordination and case management services to an identified population. Sea Mar acts as the Hub in a "hub and spoke" model for the GRACE Program and will expand its operations to include LEAD Intensive Case Managers with the community partners serving as the "spokes". Sea Mar will facilitate the development of Community Support Plans on behalf of LEAD participants in collaboration with LEAD program community partners when necessary.

### II. Definitions

Harm reduction framework: This approach requires a focus on the individual's wellness rather than an exclusive focus on sobriety. The goal is to address the participant's drug activity and any other factors driving their problematic behavior, building a relationship without employing coercion or shame.

HUB: The agency/contractor that facilitates and/or provides LEAD participants engagement, intervention planning, care coordination, and program quality assurance. The Hub will provide leadership to the community



and its partners in its primary responsibility for administration of the county-wide LEAD as part of the GRACE program.

Policy Committee: Representatives from the stakeholder agencies, acting in an advisory capacity to the county and the Hub/contractor, providing guidance on policies, goals and objectives, and expected outcomes of the LEAD program.

Julota: Julota is a web-based and mobile integrated software platform that will be utilized by multiple agencies to track and monitor services and care provided to individuals within the LEAD Program. Julota is a consent and technology infrastructure that allows community care organizations to communicate with each other using their current software platforms

Program Team: An identified group of community service providers comprised largely of "spoke" organizations at the program level acting in an advisory capacity to the County and the Contractor/Hub on GRACE/LEAD practices and procedures.

Spokes: Spokes are the organizations that provide services to LEAD members and coordinate care, to include behavioral health treatment, housing and other social services, and medical care.

### III. Statement of Work

#### A. Program Services

The Contractor serves as the Hub for the GRACE program and accordingly will expand its role to include LEAD. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to LEAD members, provide direct care coordination and case management, facilitate the development of Community Support Plans, and report on identified performance and outcome measures. The contractor will assume a primary leadership role for the Intensive Case Management (ICM) activities of the LEAD Program in collaboration with the County, and integrating GRACE/LEAD programs.

Specific responsibilities of the contractor include:

1. Maintain staff capacity to operate the LEAD ICM activities, providing supervisory and general administrative support to the LEAD ICM team; ensure appropriate staff training and supervision related to the complex challenges of LEAD participants.
2. Work with County to identify topics of training to offer to spoke agencies and the community that will support the goals and activities of the LEAD program.
3. Update and/or develop policies and procedures, in collaboration with the county, that will inform and guide the LEAD program activities and expectations.
  - a. Policies and procedures will include guidance on member eligibility, referrals, types of services provided, Community Support Plans, spoke expectations and commitment of participation, data.
  - b. Educate and update the spoke agencies on LEAD policies and procedures and their expected role as LEAD partners
4. Work directly with Prosecuting Attorney's offices to determine the status of an individual as a LEAD participant.
5. Convene and participate in advisory team meetings to be determined and facilitate meetings as indicated.
6. Work closely with County and other funders to refine and analyze metrics for LEAD program outcome measures and employ a continuous quality improvement process.

7. Educate community about the LEAD program in collaboration with the County, ensure consistent, accurate and effective communication with multiple, diverse stakeholders as appropriate.
8. Facilitate and provide engagement, care coordination and case management services to LEAD participants including:
  - a. Work closely with law enforcement agencies to coordinate outreach activities to LEAD participants, responding on a 24/5 basis to include teaming with these agencies during participant contacts to encourage participation in the LEAD program; maintain engagement and care coordination efforts despite their reticence for help, to the extent appropriate.
  - b. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate; specifically coordination of services that relate to legal issues and process.
  - c. Work with spoke agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the LEAD participants.
  - d. Provide services out of office and on-site whenever possible to best achieve the goals of the participants' Community Support Plans.
  - e. Arrange transportation or provide transportation for LEAD participants for necessary appointments, as appropriate.
9. Develop and provide oversight of Community Support Plans for participants in the LEAD Program including:
  - a. Screen and assess or arrange for assessments of LEAD participants as appropriate in an effort to develop and implement Community Support Plans that are responsive to identified needs.
  - b. Convene and facilitate meetings with spoke agencies focused on development, implementation, and oversight of Community Support Plans for participants of the LEAD program as necessary.
  - c. Ensure quality Community Support Plans are created to meet the complex needs of LEAD participants to the greatest extent possible.
10. Work with County to maintain a member database and a reporting and communication mechanism, considering the needs for dynamic information exchange with multiple community partners
11. Comply with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.
12. Work with County to identify and implement billing for participant services to Medicaid and other payers as eligible and appropriate.
13. Work closely with the County to ensure program costs are sufficiently funded and request timely reviews of program operational expenses.

**B. Service Eligibility**

The target population of the LEAD Program consists of individuals who are engaged in law violations due to behavioral health challenges, continued drug use and/or extreme poverty. The contractor will accept referrals from law enforcement and prosecuting attorney offices.

**IV. Program Requirements**

**A. Staffing**

The contractor will provide staffing sufficient to operate the LEAD program. Adequate capacity for operations must include program management and supervision, accounting and performance management,

care coordination and case management, community engagement, participant programming facilitation, and collaboration with the LEAD advisory groups.

Hub operations and care coordination/case management will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The Contractor shall ensure that LEAD program staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being. Requirements for LEAD Hub program staff follow:

1. Retain program staff to provide Program Management, Care Coordination/Case Management capacity.
  - a. Program Management shall be provided by a staff member, up to 0.4 FTE, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex participants.
  - b. Care Coordination and Case Management services shall be provided by no less than three (3) full-time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. One of the full time staff will act as Program lead/supervisor and the County prefers that this position holds a Master's level degree in a behavioral health or other relevant field. The County prefers that the remaining case management staff hold a bachelor's degree or higher in a behavioral health, or other relevant field. A waiver of any of the educational or professional requirements requires approval by the County and will be considered as requested by the Contractor.
  - c. No less than two (2) staff members must carry a full caseload of approximately 15-20 LEAD participants each and the Program Supervisor will carry a partial caseload of approximately 10 participants.

B. The Contractor will also fulfill the following requirements:

1. Provide administrative support sufficient to sustain the LEAD program functions.
2. Provide office space, furniture and equipment sufficient to support the LEAD Hub, co-locating with law enforcement, as appropriate.
3. Provide administrative and clinical supervision of program direct service staff.
4. Work with County to modify program as necessary in response to potential changes relative to data collection and reporting.
5. Work with County to review LEAD budget as needed to ensure adequate funding support for costs when/if program modifications are made.
6. Update Memorandums of Understanding (MOUs)/data sharing agreements with community service partners as necessary to clarify roles and responsibilities of coordination and collaborative efforts on behalf of LEAD participants, to be reviewed annually.
7. Update MOUs with Law Enforcement agencies as necessary to clarify roles and partnership between LEAD Care Coordination staff and law enforcement officers, to be reviewed annually.

V. **Reporting Requirements**




A. The Contractor shall work in collaboration with the County and the Policy Team to identify specific metrics for LEAD program outcomes. Expected program overarching outcomes include:

1. Reduction in jail admissions/reduction in jail bed day utilization.
2. Reduction in law enforcement responses.

3. Improved health conditions of LEAD participants.
  4. Improved public safety and public order.
- B. The Contractor will collect baseline data on participants newly admitted to the LEAD program to include historical encounters with Law Enforcement. On a monthly basis, data will be collected by individual LEAD participants on current utilization of these encounters as well as utilization of other first responder services. The Hub organization will work closely with the County to design a reporting tool, and then submit a monthly report which will include the following data:
1. Arrests;
  2. Jail admissions;
  3. Jail bed day stays;
  4. First Responder calls for assistance - law enforcement;
  5. Drug trends.

 ORIGINAL

WHATCOM COUNTY  
CONTRACT NO.  
201911012

 <p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p>	<p><b>Cooperative Agreement</b></p>	PAGE 1 OF 18
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Whatcom 311 Grand Avenue Bellingham, WA 98225-4038	4. AWARD NUMBER: 2019-AR-BX-K015	
	5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022	
2a. GRANTEE IRS/VENDOR NO. 916001383	6. AWARD DATE 09/29/2019	7. ACTION Initial
2b. GRANTEE DUNS NO. 060044641	8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Law Enforcement Assisted Diversion (LEAD) Program	9. PREVIOUS AWARD AMOUNT	\$ 0
	10. AMOUNT OF THIS AWARD	\$ 900,000
	11. TOTAL AWARD	\$ 900,000
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114		
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.838 - Comprehensive Opioid Abuse Site-Based Program		
15. METHOD OF PAYMENT GPRS		
AGENCY APPROVAL	GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jack Louws County Executive	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 11.14.19
AGENCY USE ONLY		
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B AR 80 00 00 900000		21. UARUGT1700

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Approved as to form:

  
Civil Deputy Prosecuting Attorney (Date) 11/14/19



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 18

PROJECT NUMBER 2019-AR-BX-K015

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).





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*SPECIAL CONDITIONS*

33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
34. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.



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35. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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41. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

42. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
43. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
44. Protection of human research subjects
- The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
45. Justice Information Sharing
- Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
46. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-AR-BX-K015 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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47. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

49. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

50. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

51. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

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*SPECIAL CONDITIONS*

52. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

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**U.S. Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File  
**From:** Orben Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for County of Whatcom

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.





U.S. Department of Justice  
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## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Cooperative Agreement

PROJECT NUMBER

2019-AR-BX-K015

PAGE 1 OF 1

This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114

1. STAFF CONTACT (Name & telephone number)

Elizabeth White  
(202) 598-7402

2. PROJECT DIRECTOR (Name, address & telephone number)

Vanessa Martin  
Administrative Manager  
311 Grand Avenue  
Bellingham, WA 98225  
(360) 778-5716

3a. TITLE OF THE PROGRAM

Category 1: Locally Driven Responses to the Opioid Epidemic

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Law Enforcement Assisted Diversion (LEAD) Program

5. NAME & ADDRESS OF GRANTEE

County of Whatcom  
311 Grand Avenue  
Bellingham, WA 98225-4038

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 900,000

10. DATE OF AWARD

09/29/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Comprehensive Opioid Abuse Site-based Program (COAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to plan, develop, and implement comprehensive efforts to identify, respond to, treat, and support those impacted by the opioid epidemic. The Harold Rogers Prescription Drug Monitoring Program (PDMP) has been incorporated into the FY 2019 COAP solicitation. The purpose of the Harold Rogers PDMP is to improve collaboration and strategic decision making among regulatory and law enforcement agencies and public health entities to address prescription drug and opioid abuse, save lives, and reduce crime.

COAP aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. The program also supports the implementation, enhancement, and proactive use of PDMPs to support clinical decision making and prevent



the abuse and diversion of controlled substances. Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.

The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to the opioid epidemic that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for non-violent drug offenders; promote education and prevention activities; and address the needs of children impacted by the opioid epidemic. All projects are expected to involve multiple agencies and partners.

The Whatcom County Prosecuting Attorney's Office (PAO) will implement a Law Enforcement Assisted Diversion (LEAD) program in Whatcom County. Grant funds will be used to hire a Project Coordinator through the Whatcom County PAO and three Case Managers through a subcontract to Sea Mar Community Health Center. Funds will also be used to support transitional housing. Project partners include the Whatcom County Public Defender's Office, the Whatcom County Sheriff's Office, the Whatcom County Health Department, the City of Bellingham Police Department, the City of Bellingham City Attorney's Office and Sea Mar Community Health Center.

CA/NCF

**Exhibit "C"**  
**COMPENSATION**

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$288,778 is the United States Department of Justice – Law Enforcement Assisted Diversion (LEAD) Program Grant (CFDA #16.838). The budget for this work is as follows:

<b>Personnel Costs</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>Budget</b>
LEAD Supervisor	General Ledger (GL) Detail	\$60,000
Intensive Case Managers (2 FTE)	GL Detail	\$93,828
Program Manager (0.4 FTE)	GL Detail	\$31,200
Benefits	GL Detail	\$49,032.42
<b>Total Personnel Costs:</b>		<b>\$234,060.42</b>
<b>Other Direct Costs (list):</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>Budget</b>
Mileage	Copies of mileage records, including the name of staff member, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.	\$5,000
Training (including dues and licenses directly related to the Program), Travel (including per diem)	<ul style="list-style-type: none"> <li>a. Receipts for fees related to registration, training, licenses, and dues.</li> <li>b. Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>) specific to location.</li> </ul>	\$4,000
Office Furniture	GL Detail	\$600
Office Supplies	GL Detail	\$2,000
Technology (including cell phones, tablets, monthly cell phone plans)	GL Detail	\$7,500
Motivational Incentives for clients	GL Detail/Receipts and documentation to support dispersals	\$5,000
Marketing	GL Detail	\$2,000
Personnel + Other Direct Costs		\$260,160.42
Indirect Costs - not to exceed 11% of expenses		\$28,617.65
<b>TOTAL BUDGET:</b>		<b>\$288,778</b>

**II. Budget, Rates, and/or Allowable Costs:**

Allowable costs are those set out in the approved budget submitted by the Contractor. Costs between line items cannot exceed 10% without prior written approval from County.

During calendar year 2020, quarterly reconciliation will occur to account for Contractor reimbursement from Medicaid billings. Any costs reimbursed for these services to the Contractor will not be eligible for reimbursement through this Contract.

### **III. Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices including required documentation to:

[VMartin@co.whatcom.wa.us](mailto:VMartin@co.whatcom.wa.us)

OR

Vanessa Martin, Administrative Manager  
Whatcom County Prosecuting Attorney  
311 Grand Avenue, Suite 201  
Bellingham, WA 98225

2. Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. 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.**

5. 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, 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.

Exhibit "D"  
INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:	PHONE (A/C, No, Ext): 425-709-3600	FAX (A/C, No): 425-709-7460
	E-MAIL ADDRESS:		
INSURED Sea Mar Community Health Center 1040 S. Henderson Street Seattle, WA 98108	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Physicians Insurance A Mutual Company		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

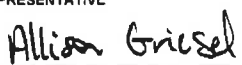
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retro: 12/1/1986 <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		300002443	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL		300002443	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Whatcom County is an additional insured and coverage is primary and non-contributory on the general liability policy per updated endorsements/forms to be issued by carrier. Waiver of subrogation applies on the general liability policy per updated endorsements/forms to be issued by carrier.

**CERTIFICATE HOLDER****CANCELLATION**

Whatcom County 509 Girard Street Bellingham, WA 98225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

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# Sea Mar Contract Summary

CONTRACT INFORMATION			
<b>Sea Mar location(s) affected:</b>	GRACE – Whatcom County <span style="float: right;">(LEAD)</span>		
<b>Contract Summary Prepared by:</b>	John Neibert for Dr. Jeffrey Gibbs <span style="float: right;">and Jennifer Lung</span>		
<b>With whom we are contracting:</b>	Whatcom County		
<b>Contract number:</b>			
<b>Contract type:</b>	Service Contract		
<b>If "Other," please specify:</b>			
<b>If Grant or Fee-for-Service, select ALL funding sources that apply:</b>	<input type="checkbox"/> Federal CFDA #:	<input type="checkbox"/> State <input type="checkbox"/> Foundation	<input type="checkbox"/> Other (please specify):
	<input type="checkbox"/> City	<input checked="" type="checkbox"/> County	
<b>Department Code (Cost Center):</b>	664		
<b>Time period of contract:</b>	<b>Start Date/ Effective Date:</b>	<b>End Date:</b>	
	1 March 2020	28 February 2021	
	<input type="checkbox"/> Ongoing/automatic renewals unless terminated by either party		
<b>Contact information for whom we are contracting with:</b>	Vanessa Martin, Administrative Manager Whatcom County Prosecuting Attorney's Office 311 Grand Avenue, Suite 201 Bellingham, WA 98225		
<b>Where should contract be mailed?</b> (Include special mailing instructions.)	<input checked="" type="checkbox"/> Same as above		<input type="checkbox"/> See below
	311 Grand Avenue, Suite 201 Bellingham, WA 98225		
<b>Summarize goals, objectives and scope of work:</b>			
Goals: 1.) Improve public safety and public order, 2.) reduce law violations by individuals who participate in the program 3.) Help individuals achieve stability in their communities. Provide leadership to the community and its partners, stakeholders in its primary responsibility for administration of the county-wide Law Enforcement Assisted Diversion (LEAD), and as part of the Ground-Level Response and Coordinated Engagement (GRACE) program.			
<b>Is this a renewal or amendment of an existing contract?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>If "Yes," please summarize changes:</b>			
<b>Is this contract replacing an existing contract?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>If Yes, please list the current agreement and if the agreement has been terminated:</b>			
<b>Who is responsible for ensuring that contract/program requirements are fulfilled?</b> Please include name, title and location/department. Vanessa Martin, Administrative Manager, Whatcom County Prosecuting Attorney's Office and Malora Christensen, GRACE Program Manager, Sea Mar Community Health Organization, Whatcom County. <span style="float: right;">Can Felt</span>			
<b>Please list any concerns you may have in regard to the contract, whether it be in the form that it was written and/or clarity of the contract:</b> <i>N/A</i>			
<b>Are there any IT implications involved with this contract?</b> Yes* <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">No</span>			
<i>*if yes, please have Vinay Sayala review contract before submitting to Admin.</i>			
<b>Is this a Vendor Agreement over \$50,000?</b> Yes* <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">No</span>			
<i>*if yes, please have Jesus Sanchez review contract before submitting to Admin.</i>			

# Sea Mar Contract Summary



<b>REPORTING/BILLING INFORMATION</b>			
<i>Please answer ALL applicable questions, and include detailed information. If not applicable, please write "N/A."</i>			
<b>List reporting requirements, including frequency of reporting and deadlines (include page #s):</b> Pg. 14 Monthly data reporting to LEAD stakeholders. Monthly reporting to county partners.			
<b>Who is responsible for reporting? Include name, title and location/department.</b> Malora Christensen, GRACE Program Manager			
<b>Explain procedure for billing (include page #'s, if applicable):</b> PG 16. Sea Mar will submit itemized invoices NLT 15 <sup>th</sup> of the month for the following month of service, in the approved county format to <a href="mailto:VMartin@co.whatcom.wa.us">VMartin@co.whatcom.wa.us</a> Vanessa Martin, Administrative Manager Whatcom County Prosecuting Attorney 311 Grand Avenue, Suite 201 Bellingham, WA 98225			
<b>Who at Sea Mar is responsible for billing? Include name, title and location/department.</b> Malora Christensen, GRACE Program Manager, and Jennifer Luna, Director - Care Management with support of the accountin team			
<b>Who is responsible for reporting information to Sea Mar Accounting?</b> Malora Christensen, GRACE Program Manager, and Jennifer Luna, Director – Care Management			
<b>Dollar Amounts:</b>	\$ 288,778	<b>Select one of the following:</b> <input type="checkbox"/> TOTAL Maximum of Contract <input type="checkbox"/> No Monies Involved/No Cost <input type="checkbox"/> See Attached Fee Schedule <input type="checkbox"/> Amount per MONTH <input checked="" type="checkbox"/> Amount per YEAR	<input type="checkbox"/> See Attached Fee Schedule <input type="checkbox"/> Amount per MONTH <input checked="" type="checkbox"/> Amount per YEAR
<b>Other – Please describe:</b> This is the state grant, the county anticipated additional funding for this program.			

**Please note:**

- It is crucial that supervisors distribute the reporting requirements and deadlines to all staff involved.
- It is also crucial to notify Accounting and Billing departments if they are involved in the contract.
  - \* If this is a new grant contract, please contact Accounting to discuss billing/invoicing procedure and how funds should be allocated.
- Please send copies of all reports to Admin for the contract file.

Return the contract summary to Admin with your Department Head's signature within 3 business days of receiving the contract. If you received the contract directly, please include the contract and all supporting documentation along with the contract summary.

### EXECUTIVE REVIEW

- |   |   |                        |
|---|---|------------------------|
| <b>Vinay Sayala</b> <i>(if applicable)</i>  |   | Date _____             |
| <b>Jesus Sanchez</b> <i>(if applicable)</i> |   | Date _____             |
| <b>Department Head</b>                      |  | Date <u>02/25/2020</u> |
| <b>Mike Leong</b>                           |  | Date <u>2/22/20</u>    |
| <b>Dustin Greer</b>                         |   | Date <u>2/24/20</u>    |
| <b>Mary Bartolo</b>                         |   | Date <u>3/2/20</u>     |

Administration Use Only	
Date Received: <b>FEB 27 2020</b>	Date Mailed: <b>MAR 04 2020</b>

MAILED

# Sea Mar Contract Summary

<b>Conflict of Interest Addendum Needed?</b> Y <b>N</b>	
<b>Proof of Insurance Needed?</b> Y <b>N</b>	<b>FEB 27 2020</b>
<b>Proof of L&amp;I Licensing?</b> Y <b>N</b>	
<b>Exclusion Check:</b> <a href="http://exclusions.oig.hhs.gov/">http://exclusions.oig.hhs.gov/</a> Agency pass? Y <b>N</b>	Date Checked <b>FEB 27 2020</b>
<b>System for Award Management:</b> <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> Agency pass? Y <b>N</b>	Date Checked _____
<input checked="" type="checkbox"/> Reporting requirements logged	
<input checked="" type="checkbox"/> Insurance requirements met	
<input checked="" type="checkbox"/> Audit requirements logged	



**Exhibit "D"**  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Sea Mar Community Health Centers

Printed Name and Title of Authorized Individual: Rogelio Rojas, CEO

  
Signature

3/3/20  
Date

**Exhibit "F"**  
**SUB-RECIPIENT AGREEMENT BETWEEN**  
**WHATCOM COUNTY**  
**AND**  
**SEA MAR COMMUNITY HEALTH CENTERS**

**THIS SUB-RECIPIENT AGREEMENT** is made and entered into by Whatcom County, herein referred to as the "County" and Sea Mar Community Health Centers, herein after referred to as "Agency".

This is a subgrant of the United States Department of Justice Law Enforcement Assisted Diversion (LEAD) Program Grant (Award #2019-AR-BX-K015 – 10/01/2019 – 09/30/2022), CFDA #16.838 – Comprehensive Opioid Abuse Site-based Program (Whatcom County contract #201911012).

The purpose of this subaward is as stated in this agreement.

The Agency agrees to comply with the following General Terms and Conditions and to incorporate the terms and conditions included herein in any and all subcontracting agreements entered into pursuant to this agreement.

**GENERAL TERMS AND CONDITIONS**

**1. Administrative Requirements:**

The Agency shall comply with all requirements 2 CFR Part 200, as applicable.

The Agency shall comply with federal and state laws and regulations, including all nondiscrimination laws, but not limited to, Title VII of the Civil Rights Act, 42 USC 12101 et seq.; the Americans with Disabilities (ADA); and Chapter 49.60 RCW.

**2. Federal Funds Requirements:**

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200.

The Agency shall maintain records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Agency shall include the above audit requirements in any subcontracts.

The Agency is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to the County's requests for information or corrective action concerning audit issues within 30 days of the date of request. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.

Once the single audit has been completed, the Agency must send a full copy of the audit to the County and a letter stating there were no findings or, if there were findings, a list of the findings.

**3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions:**

The Agency certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Agency further agrees that it shall not knowingly enter into any lower-tier covered transactions (a transaction between the Agency and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Agency agrees to include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction" without modification, in all lower-tier covered transactions and in all solicitations for lower tier transactions.

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at <http://www.epls.gov/>.

**4. Internal Controls**

Maintain internal controls that provide reasonable assurance the County/Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.

**5. Law Enforcement Assisted Diversion (LEAD) Program Grant Award Terms:**

The Agency shall comply with all applicable "subgrantee" and "subrecipient" terms of United States Department of Justice award #2019-AR-BX-K015 (Whatcom County Contract #201911012) available for review at:

<http://documents.whatcomcounty.us/weblink8/0/doc/4500115/Page1.aspx?searchid=c2d63527-6ea6-4e58-b69b-6e6c6810c910>.