GRANT COUNTY DISTRICT COURT

Grant County Courthouse
PO Box 37 / 35 C St NW
Ephrata, WA 98823
***
Phone: 509-754-2011 Ext 3128 Fax: 509-754-6054
Email: dochocinski@grantcountywa.gov

Brian D. Barlow, Presiding Judge
Nicholas L. Wallace, Judge

Brian D. Gwinn, Judge
Melissa K. Chlarson, Court Commissioner

August 8, 2023

Board of County Commissioners
Ephrata, WA 98823

RE: Request to sign Contract

Board of County Commissioners:

Grant County District Court is in receipt of a Therapeutic Courts Interagency Agreement "IAA24205" from the Washington State Administrative Office of the Courts (AOC). The awarded amount for reimbursement is $242,800.00. The attached agreement has been sent to us via DocuSign and we are requesting that Judge Gwinn be authorized to sign on behalf of the county.

If you have any questions, I can be contacted at 509-754-2011 Ext. 3128.

Sincerely,

Desiree Ochocinski

Desiree Ochocinski
Court Administrator

Brian Gwinn
Assistant Presiding Judge

RECEIVED
AUG 10 2023
GRANT COUNTY COMMISSIONERS

MOSES LAKE BRANCH OFFICE
1525 E. Wheeler Rd, Moses Lake, WA 98837
Mailing: PO Box 37, Ephrata, WA 98823

PLEASE DIRECT ALL INQUIRIES TO THE EPHRATA OFFICE

THERAPEUTIC COURTS INTERAGENCY AGREEMENT IAA24205
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
GRANT DISTRICT COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Grant District Court (Court), (collectively as the **Parties**).

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

I. PURPOSE

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

II. REIMBURSEMENT

A. The awarded amount is $242,800.00 . Court will use funds as described in the Exhibit A.

B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2023 regardless of the date of execution, and ends on June 30, 2024.

IV. COMPENSATION AND PAYMENT

A. AOC will reimburse the Court up to a maximum/NTE/ of $242,800.00 for payments made by the Court during the period from July 1, 2023 to June 30, 2024 related to the Therapeutic Court Program

B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.

C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with a CC to CLJTherapeuticCourtsApplications@courts.wa.gov

D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall maintain sufficient backup documentation of expenses under this agreement.

F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Exhibit A.

The awarded amount is $242,800.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel salaries & benefits	$165,000.00
Staff equipment	$0.00
Training	$26,800.00
Treatment services	$21,000.00
Recovery Supports	$30,000.00
Total Amount	$242,800.00

The amounts between cost categories may vary the amount in any particular category by up to 10%, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

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

V. BILLING PROCEDURES

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

A. Contract Number;

B. Court name, address, phone number;

C. Court Federal Tax Identification Number;

D. Description of Services to be provided;

E. Date(s) Services will be provided;

F. Total Invoice Price.

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

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

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

VI. REVENUE SHARING

A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among

courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

B. If the AOC initiates the revenue sharing process, then the Court must submit a final revenue sharing A19 to payables@courts.wa.gov between July 12, 2024 and August 1, 2024.

VII. APPROPRIATIONS

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

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

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

XI. RIGHT OF INSPECTION

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

XII. DISPUTES

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

XIII. TERMINATION

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

XIV. GOVERNANCE

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

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

A. Applicable state and federal statutes and rules;

B. This Agreement; and

C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

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

XVI. WAIVER

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

XVII. SEVERABILITY

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

XVIII. AGREEMENT MANAGEMENT

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

AOC Program Manager	Court Point of Contact
Tessa Clements PO Box 41170 Olympia, WA 98504-1170 tessa.clements@courts.wa.gov	Amy L. Paynter 35 C Street/ PO Box 37 Ephrate, WA 98823 alp@grantcountywa.gov

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts	**Court**
Signature *Date*	*Signature* *Date*
Dawn Marie Rubio	Brian D Gwinn
Name	*Name*
State Court Administrator	
Title	*Title*

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court's jurisdiction in accordance with the Court's grant application.

I. Use of Funds:

- Personnel salaries & benefits for staff (coordinator, case manager, peer support, prosecution, defense, judicial) while working on therapeutic court duties or procedures.
- Staff equipment – includes computers, staff phones (desk and cell) printers, fax machines, IT maintenance and program subscriptions that support the program
- Therapeutic Court team training- Includes National Association of Drug Court Professionals All RISE conferences, Washington state Association of Drug Court Professionals state conferences, training staff on the use of risk-needs-responsivity assessments and evidence-based treatment modalities,
- Treatment services *not covered by participants'* insurance or co-insurance costs (deductibles, spend downs, etc.) that are deemed unaffordable to the participant (therapeutic services specifically designed to address SUD and MH) & compliance monitoring, and
- Other participant services *that are not accessible through other local, state or federally available programs within a reasonable standard* (other supportive services meant to ensure participant success- i.e. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water and snacks, phones for checkout to participants and the purchase of minutes for those phones).

II. REPORTING

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

- the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- the cost of services provided to program participants for the corresponding quarter, with back up documentation
- other costs accrued by the Court to support the therapeutic court program during the corresponding quarter, with back up documentation

- Challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. Reports shall be **submitted to** https://inside.courts.wa.gov/apps/therapeuticgrants
- on the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/23-09/30/23	1	10/13/23
10/01/23-12/31/23	2	01/15/24
01/01/24-03/31/24	3	04/15/24
04/01/24-06/31/24	4	7/15/24 (final report for the year)

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

Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Manager (refer to section XIX of the agreement) or https://inside.courts.wa.gov/apps/therapeuticgrants to determine which deliverables are applicable to you Court. When using these funds, other deliverables may include the following:

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program
- Attend trainings identified and/or provided by the Behavioral Health Program
- Build/plan/attend stakeholder meetings to include all therapeutic court roles and other community stakeholders
- Build/maintain therapeutic court advisory committee
- Create/implement/maintain MOUs with stakeholders and/or partner agencies
- Follow internal protocol to create/advertise/hire/onboard for therapeutic court program roles
- Develop/review/regularly update therapeutic court operations/policies and procedures
- Track and maintain data
- Completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement).
- Begin/continue evaluation of data to identify areas of success and need
- Plan and present at local stakeholders/community meetings to educate and increase awareness of the therapeutic court
- Use data and evaluation to begin/continue plans for sustaining the therapeutic court

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

RESOLUTION AUTHORIZING EXECUTION OF INTERAGENCY AGREEMENT BETWEEN GRANT COUNTY (DISTRICT COURT) AND THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR THERAPEUTIC COURT

RESOLUTION No. 23- -CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision, and the Washington State Administrative Office of the Courts (AOC) are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, it is the desire of Grant County and AOC to enter into an interlocal agreement to provide reimbursements to assist Courts with costs related to Therapeutic Court, pursuant to the terms and conditions of the interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED, that the attached Interagency Agreement between Grant County and Washington State Administrative Office of the Courts be executed by and between Grant County and AOC.

PASSED AND ADOPTED this _____ day of _____, 2023.

	Yea	Nay	Abstain	**BOARD OF COUNTY COMMISSIONERS GRANT COUNTY, WASHINGTON**
	☐	☐	☐	_____ Rob Jones, Chair
ATTEST:	☐	☐	☐	_____ Cindy Carter, Vice-Chair
_____ Barbara Vasquez Clerk of the Board	☐	☐	☐	_____ Danny E. Stone, Member