

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Corrections

**DATE:** October 6, 2016

**REQUESTED ACTION:** The Department of Community Corrections is requesting approval from the Board of County Councilors to accept an Intergovernmental Agreement (IGA) from the Washington Traffic Safety Committee (WTSC) for new grant funding.

Consent  Hearing  County Manager

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## BACKGROUND

This grant funding is part of the WTSC's Target Zero Plan which has a bold vision to eliminate traffic deaths and serious injuries on the State's roads by 2030. To support the Target Zero Plan, WTSC established the Washington Impaired Driving Advisory Council (WIDAC) in 2009. In alignment with Target Zero, the WIDAC provides a comprehensive strategy for preventing and reducing impaired driving behaviors. To support WIDAC strategies, the WTSC has made available the state impaired driving grant funding for the 2015-2017 Biennium. The State's source of funding comes through a grant with the USDOT National Highway Traffic Safety Administration (NHTSA).

WTSC has approved the Department's request for funding in the amount of \$65,162.00. The grant period is October 1, 2016 through September 30, 2017.

With this funding, the Department will purchase a customized *Decision Points* curriculum with a DUI emphasis. This will be an evidence-based cognitive-behavioral program that will provide a facilitator certification workshop to our staff and, ultimately, equip them to offer these decision making skills workshops to higher risk multiple DUI offenders. Additionally, the Department will send 4 probation officers to the National Association of Drug Court Professionals (NADCP) conference.

## COUNCIL POLICY IMPLICATIONS

There are no Council policy implications.

## ADMINISTRATIVE POLICY IMPLICATIONS

There are no Administrative policy implications.

## COMMUNITY OUTREACH

Does not apply to this request.

## BUDGET IMPLICATIONS

This proposal is budget neutral. The request adds \$65,162 in expenditure authority with a revenue offset of \$65,162.

*mjm*  
*OK*

YES	NO	
		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

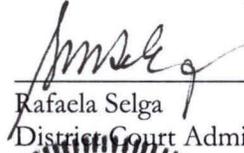
**BUDGET DETAILS**

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$65,162
Account	General Fund
Company Name	

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

  
 Emily M. Zwetzig  
 Department Finance Manager

  
 Rafaela Selga  
 District Court Administrator

APPROVED:   
 CLARK COUNTY, WASHINGTON  
 BOARD OF COUNTY COUNCILORS

DATE: 10-4-16

SR# SR 207-16



APPROVED: \_\_\_\_\_  
 Mark McCauley, County Manager

DATE: \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – WTSC has made available the state impaired driving grant funding for the 2015-2017 Biennium. The State's source of funding comes through a grant with the USDOT National Highway Traffic Safety Administration (NHTSA). WTSC has approved the Department's request for funding in the amount of \$65,162.00. The grant period is October 1, 2016 through September 30, 2017.

The Department has submitted a Decision Package to the Budget Office to add the additional budget capacity for this grant as part of the 2016 Final Supplemental.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001.000.430.333200.601.012300	\$65,162	\$65,162				
<b>Total</b>	\$65,162	\$65,162				

II. A – USDOT National Highway Traffic Safety Administration (NHTSA) grant funding awarded through the Washington Traffic and Safety Committee (WTSC).

### Part III: Estimated Expenditures

III. A – With this funding, the Department will purchase a customized *Decision Points* curriculum with a DUI emphasis. This will be an evidence-based cognitive-behavioral program that will provide a facilitator certification workshop to our staff and, ultimately, equip them to offer these decision making skills workshops to higher risk multiple DUI offenders. Additionally, the Department will send 4 probation officers to the National Association of Drug Court Professionals (NADCP) conference.

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001.000.430.523350.410.012300		\$49,500	\$49,500				
0001.000.430.523350.439.012300		\$11,860	\$11,860				
0001.000.430.523350.319.012300		\$3,802	\$3,802				
<b>Total</b>		\$65,162	\$65,162				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$49,500	\$49,500				
Supplies	\$3,802	\$3,802				
Travel	\$11,860	\$11,860				
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$65,162	\$65,162				

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON TRAFFIC SAFETY COMMISSION  
AND  
Clark County District Court Corrections**

**THIS AGREEMENT** is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and **Clark County District Court Corrections**, hereinafter referred to as "CONTRACTOR."

**THE PURPOSE OF THIS AGREEMENT** is to provide funding to **Clark County District Court Corrections** for traffic safety project Clark County District Court – Corrections Emphasis on Best Practices for DUI Offenders.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

The CONTRACTOR shall carry out the provisions of the traffic safety project described in the Statement of Work attached as Exhibit A.

**PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence on October 1, 2016 and remain in effect until September 30, 2017 unless terminated sooner, as provided herein.

**COMPENSATION**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed \$65,612.00 (SIXTY FIVE THOUSAND SIX HUNDRED AND TWELVE DOLLARS). If the CONTRACTOR intends to charge indirect costs, submission of a cost allocation plan or a Federal cognizant agency letter is required. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. The following summarizes total project costs under this Agreement.

<b>Summary of Costs</b>	<b>Amount</b>
Travel (includes in-state and out-of-state travel) • provide attendance to NADCP conference for 4 probation officers	<b>\$8,860</b>
Contract Services ( <i>Decision Points</i> ) • provide customization of Decision Points program to be DUI specific • provide training and certification for Decision Points program for 10 facilitators	<b>\$49,500</b>
Equipment* (specify equipment in the table below) • (add equipment)	<b>\$1,302</b>
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees) • purchase needed equipment, goods and other expenses associated with the program's implementation (printing of facilitator manuals, handouts/homework for offenders, folders, chart paper, certificates, etc.) • Registration costs for 4 probation officers to attend NADCP conference, \$750/pp.	<b>\$5,500</b>
<b>TOTAL</b>	<b>\$65,162</b>

## STATE AND FEDERAL TERMS AND CONDITIONS:

### **ACTIVITY REPORTS**

The CONTRACTOR agrees to submit quarterly reports and a final report on the activity of this project in the form provided by the WTSC entitled "Traffic Safety Project Report" and incorporated by reference as Exhibit B. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in the final report will be copies of publications, training reports and any statistical data generated in project execution. The final report is to be submitted to WTSC within 30 days of termination of this Interagency Agreement.

### **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Amendments are required for the following changes:

- Scope of Work (SOW)
- Budgeted Cost Categories, listed in the Summary of Costs (e.g., moving money between Employee Benefits and Travel, etc.) greater than 10% of the total project cost

### **ALL WRITINGS CONTAINED HEREIN**

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

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The CONTRACTOR shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

### **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

### **BILLING PROCEDURE**

The CONTRACTOR shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted using the A-19 attached as Exhibit C or its pre-approved equivalent. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt

of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2017, **must be received by WTSC no later than August 10, 2017**. All invoices for goods or services performed on or prior to September 30, 2017, **must be received by WTSC no later than November 15, 2017**.

### **BUY AMERICA ACT**

The CONTRACTOR will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project agreement by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

### **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this agreement, except with prior written consent of the WTSC, or as may be required by law.

### **COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E. The CONTRACTOR shall not utilize Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

### **COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### **DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

1. By signing this agreement, the CONTRACTOR (hereinafter in this section referred to as "lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this agreement was entered into. If it is later determined that the lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this agreement originated may pursue available remedies, including suspension and/or debarment.

3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29.

5. The lower tier participant agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this agreement originated.

6. The lower tier participant further agrees by signing this agreement that it will include the 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 covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The lower tier participant certifies, by signing this agreement, 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.

2. Where the lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

### **DISPUTES**

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

### **DRUG-FREE WORKPLACE**

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the CONTRACTOR shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The CONTRACTOR shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The CONTRACTOR shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the CONTRACTOR will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the CONTRACTOR shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

1. The entity in the preceding fiscal year received:
  - a. 80 percent or more of its annual gross revenues in Federal awards,
  - b. \$25,000,000 or more in annual gross revenues from Federal awards, and
2. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **FEDERAL 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 officer or employee of any 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 making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract,

grant, loan, 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 officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, 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.

#### **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 shall 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 shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Terms and Conditions of this agreement;
3. Any Amendment executed under this Agreement;
4. Any Statement of Work executed under this Agreement; and
5. Any other provisions of the agreement, including materials incorporated by reference.

#### **INCOME**

Any income earned by the CONTRACTOR with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. The CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by the CONTRACTOR's agents, employees, representatives, or any subcontractor or its employees.

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform the Agreement.

The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

### **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.

### **INDUSTRIAL INSURANCE COVERAGE**

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WTSC may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The WTSC may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the WTSC under this Agreement, and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement.

### **NONDISCRIMINATION**

The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
5. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
9. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;

9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
11. The requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### **POLITICAL ACTIVITY (HATCH ACT)**

The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **REGISTRATION WITH DEPARTMENT OF REVENUE**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Agreement.

#### **RIGHT OF INSPECTION**

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

The CONTRACTOR shall make available information necessary for WTSC to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal

Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

### **RIGHTS IN DATA**

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the CONTRACTOR hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be limited to data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

### **SAVINGS**

In the event 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 normal completion, the WTSC may terminate the Agreement under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

### **SEVERABILITY**

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

### **SITE SECURITY**

While on AGENCY premises, the CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct

communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

### **TERMINATION FOR CAUSE**

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this agreement, or violates any of these terms and conditions, the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this agreement immediately. The CONTRACTOR may be given the opportunity to correct the violation or failure within 15 (FIFTEEN) days. If the CONTRACTOR is given the opportunity to correct the violation and the violation is not corrected within 15 (FIFTEEN) days, this agreement may be terminated by written notice of the WTSC.

### **TERMINATION FOR CONVENIENCE**

Either party may, by 30 (THIRTY) days written notice, terminate this agreement. If this agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this agreement for services rendered or goods delivered prior to the effective date of termination.

### **TREATMENT OF ASSETS**

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the WTSC upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. If any WTSC property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
5. The CONTRACTOR shall surrender to the WTSC all property of the CONTRACTOR prior to settlement upon completion, termination or cancellation of this Agreement.

6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents or Subcontractors.

**WAIVER**

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

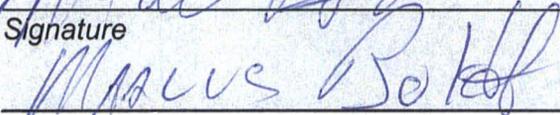
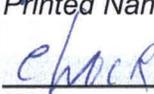
**DESIGNATED CONTACT**

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Contact for the CONTRACTOR is:	The Contact for WTSC is:
Name, Position Phone number Email address	Edica Esqueda, Program Manager 360-725-9886 eesqueda@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

**AGENCY NAME**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
 \_\_\_\_\_  
Title  
 \_\_\_\_\_  
Date

**WASHINGTON TRAFFIC SAFETY COMMISSION**

\_\_\_\_\_  
Signature  
Darrin Grondel  
\_\_\_\_\_  
Printed Name  
Director  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

# Exhibit A

## SUMMARY:

Clark County District Court Corrections will implement the customized for DUI, Decision Points Project for use with DUI/DWLS offenders, train probation officers in its' use and send 4 probation officers to the National Association of Drug Court Professionals (NADCP) conference.

## GOAL(S):

Reduce the number of deaths, serious injuries, and economic losses resulting from traffic crashes on Washington roads by reducing the number of habitual offenders committing new DUI/Physical Control while on probation.

Enhance current strategies that have a high probability of effectiveness with alcohol- and drug-impaired drivers through

1. Training probation officers to facilitate the customized DUI Decision Points Program
2. Target higher risk probationers with a DUI history to successfully complete the Decision Points Program
3. Send probation officers to a national conference to gain skills to effectively work with the DUI populations

## ACTIVITES:

1. *Decision Points* team will research current and effective DUI interventions utilizing cognitive behavioral therapy to target the specific DUI offender thinking (This project activity will expand with researcher's specific needs).
2. *Decision Points* team will provide a 5-day pilot training for up to 12 probation officers.
3. *Decision Points* team will provide a copyright release that is non-proprietary for future use.
4. *Decision Points* team will develop a survey that will target decision making and thinking errors used with offenders during the screening process.
5. Probation officers will target DUI and Driving While License Suspended offenders for referral to the *Decision Points* program at probation intake and staffing a probation violation.
6. The Therapeutic Court Coordinator will be working with the team to make referrals for DUI and Driving While License Suspended offenders, to the *Decision Points* program.
7. Program manager will develop process for measuring and tracking recidivism rates.
8. 4 probation officers will attend the 2017 NADCP conference.

## MILESTONES:

Deliverable	Completed by Date
Sign contracts and customize Decision Points Program for DUI offenders.	1/31/17
Train and certify 10 probation officers in the facilitation of the DUI Decision Points cognitive behavioral curriculum.	3/31/17

Send 4-probation to the NADCP conference in Washington DC in 2017. Completion expected.	8/1/2017
Provide cognitive behavioral intervention using DUI Decision Points for 40 DUI/DWLS offenders.	9/30/17

**EVALUATION:**

1. Completed customized DUI *Decision Points* curriculum.
2. Number of probation officers trained in Decision Points.
3. Number of probation officers that facilitate or co-facilitate the Decision Points curriculum.
4. Number of DUI/DWLS probationers ordered to complete the Decision Points program.
5. Number of DUI/DWLS probationers that complete the Decision Points program.
6. Number of DUI probationers who recidivate with DUI within 1 year of completion of Decision Points vs. those who do not recidivate.
7. Number of DWLS probationers who recidivate with DWLS within 1 year of completion of Decision Points vs. those who do not recidivate.
8. Number of probation officers who attend the NADCP conference in 2017.

**BUDGET & NARRATIVE:**

Summary of Costs	Amount
Travel (includes in-state and out-of-state travel) <ul style="list-style-type: none"> <li>• provide attendance to NADCP conference for 4 probation officers</li> </ul>	8,860
Contract Services ( <i>Decision Points</i> ) <ul style="list-style-type: none"> <li>• provide customization of Decision Points program to be DUI specific</li> <li>• provide training and certification for Decision Points program for 10 facilitators</li> </ul>	\$49,500
Equipment* (specify equipment in the table below) <ul style="list-style-type: none"> <li>• (add equipment)</li> </ul>	\$1,302
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees) <ul style="list-style-type: none"> <li>• purchase needed equipment, goods and other expenses associated with the program's implementation (printing of facilitator manuals, handouts/homework for offenders, folders, chart paper, certificates, etc.)</li> <li>• Registration costs for 4 probation officers to attend NADCP conference, \$750/pp.</li> </ul>	\$5,500
<b>TOTAL</b>	<b>\$65,162</b>

**NARRATIVE:**

Clark County District Court Corrections grant funds will be used to customize and implement the 'Decision Points Project' to be DUI specific and send 4 probation officers to the 2017 NADCP conference. Funding will be used to purchase and customize an evidence-based cognitive-behavioral program that will provide a facilitator certification workshop to our staff and, ultimately, equip our staff to offer these decision making skills workshops to our higher risk multiple DUI offenders. The total amount requested is \$65,162

This includes the funding to:

- provide attendance to NADCP conference for 4 probation officers
- provide customization of Decision Points program to be DUI specific
- provide training and certification for Decision Points program for 10 facilitators
- provide staffing for the training of 40 offenders
- purchase needed equipment, goods and other expenses associated with the program's implementation (printing of facilitator manuals, handouts/homework for offenders, folders, chart paper, certificates, etc.).

Exhibit B



WASHINGTON  
**Traffic Safety**  
COMMISSION

Traffic Safety Project Report

Agency:	Date Submitted:
Project Title:	WTSC Contract Number:
Report Submitted By:	Grantee Contract Number (if applicable):

Quarterly Report Number:

<input type="checkbox"/> 1 <sup>st</sup> Quarter Report	Oct. 1 – Dec. 31, 2016	Due on Jan. 15, 2017
<input type="checkbox"/> 2 <sup>nd</sup> Quarter Report	Jan. 1 – Mar. 31, 2017	Due on Apr. 15, 2017
<input type="checkbox"/> 3 <sup>rd</sup> Quarter Report	Apr. 1 – Jun. 30, 2017	Due on Jul. 15, 2017
<input type="checkbox"/> 4 <sup>th</sup> Quarter Report	July 1 – Sept. 30, 2017	Due on Oct. 15, 2017

Other Report:

Final Report                      Due within 30 days of project close

(2) **Activity** – Briefly describe project activity for this reporting period (Include relevant milestones and deliverables).

(3) **Goals** – Briefly describe how project activity has contributed to accomplishing the stated goals (as included in the original proposal) of the project.

(4) **Problems or Favorable Developments** – Briefly describe any problems that impair your ability to accomplish project goals and any favorable developments that will allow you to meet timelines and objectives sooner or at less cost than anticipated.

(5) **Expenditures** – Provide a summary of expenditures for this reporting period.

Summary of costs	Amount
Travel (includes in-state and out-of-state travel)	\$8,860
Contract Services (usually involves a 3 <sup>rd</sup> party service provider)	\$49,500
Equipment* (specify equipment in the table below)	\$1,302
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees)	\$5,500
<b>TOTAL</b>	<b>\$65,162</b>

(6) If applicable, include reports or status updates from contractors (3<sup>rd</sup> party service providers) and any summary documents or publications created.

