

	<p align="center"><b>INTERAGENCY AGREEMENT</b> for Island County Behavioral Health and Criminal Justice Partnership</p>	<p>HCA Contract Number: K8223 Contractor Contract Number:</p>
---	---	---

**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Island County, pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Island County		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b> Island County			
<b>CONTRACTOR ADDRESS</b> 105 NW 1 <sup>st</sup> Street	<b>Street</b>	<b>City</b> Coupeville	<table border="1"> <tr> <td data-bbox="1141 531 1239 594"><b>State</b> WA</td> <td data-bbox="1255 531 1409 594"><b>Zip Code</b> 98239</td> </tr> </table>	<b>State</b> WA	<b>Zip Code</b> 98239
<b>State</b> WA	<b>Zip Code</b> 98239				
<b>CONTRACTOR CONTRACT MANAGER</b> Lynda Austin	<b>CONTRACTOR TELEPHONE</b> (360) 678-7996	<b>CONTRACTOR E-MAIL ADDRESS</b> <a href="mailto:l.austin@islandcountywa.gov">l.austin@islandcountywa.gov</a>			


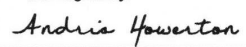
<b>HCA PROGRAM</b> Adult SUD	<b>HCA DIVISION/SECTION</b> DBHR
<b>HCA CONTRACT MANAGER NAME AND TITLE</b> Rachel Brandhorst, Medical Assistance Program Specialist 3	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE Olympia, WA 98504
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-1889	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> <a href="mailto:rachel.brandhorst@hca.wa.gov">rachel.brandhorst@hca.wa.gov</a>

<b>CONTRACT START DATE</b> Date of Execution	<b>CONTRACT END DATE</b> September 30, 2025	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> \$113,002
---	--	---

**PURPOSE OF CONTRACT:**

A collaborative jail and court approach to expedite competency evaluation, mental health and substance use disorder treatment in the jail and, at transition, to provide referrals for treatment, housing, substance use disorder recovery, and other supports in the community.

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

<b>CONTRACTOR SIGNATURE</b> Signed by: 	<b>PRINTED NAME AND TITLE</b> Melanie Bacon Island County Commissioner	<b>DATE</b> 6/10/2025
<b>HCA SIGNATURE</b> DocuSigned by: 	<b>PRINTED NAME AND TITLE</b> Andria Howerton Deputy Contracts Administrator	<b>DATE</b> 5/30/2025

## 1. **DEFINITIONS**

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

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

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

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

**“Criminal Justice History”** means any involvement with law enforcement, jails, courts, probation, or other criminal justice entity. Involvement can include diversion/social referrals from those mentioned entities to services in lieu of arrest or violation.

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

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

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

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



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

**“Subrecipient”** shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. STATEMENT OF WORK

## **2. STATEMENT OF WORK**

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

## **3. PERIOD OF PERFORMANCE**

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

## **4. PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$113,002**. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be based on the following rates or in accordance with the following terms set forth in Attachment 1: Statement of Work.

## **5. BILLING PROCEDURE**

- 5.1. Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: [rachel.brandhorst@hca.wa.gov](mailto:rachel.brandhorst@hca.wa.gov). Include the HCA Contract number in the subject line of the email. HCA Contract Manager shall review and approve the invoice who then shall submit invoice to Accounts Payable for payment.
- 5.2. Contractor must submit properly itemized invoices to include the following information, as applicable:
  - A. The HCA Contract number;
  - B. Contractor name, address, phone number;
  - C. Description of Services;
  - D. Date(s) of delivery;
  - E. Net invoice price for each item;
  - F. Applicable taxes;

G. Total invoice price; and

H. Payment terms and any available prompt payment discount.

- 5.3. Contractor will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.
- 5.4. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

## **6. ACCESSIBILITY**

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

## **7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

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

## **8. SUBCONTRACTING**

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

## **9. SUBRECIPIENT**

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor shall:

- 9.1. Comply with 2 C.F.R. 200.501 and 45 C.F.R. 75.501; and
- 9.2. Overpayments: If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any program agreement, Contractor will refund the full amount to HCA. In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, Disputes.

## **10. ASSIGNMENT**

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

## **11. CONTRACT MANAGEMENT**

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

## **12. DISALLOWED COSTS**

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

## **13. DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a dispute board in the following manner: Each party to this Agreement will appoint one member to the dispute board. The members so appointed will jointly appoint an additional member to the dispute board. The dispute board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The dispute board will thereafter decide the dispute with the majority

prevailing. The determination of the dispute board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

#### **14. GOVERNANCE**

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

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

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Attachment 1: Statement of Work;
- C. Attachment 2: Data Sharing Terms (including the Washington OCIO Security Standard 141.10);
- D. Attachment 3: Federal Award Terms;
- E. Attachment 4: Federal Compliance Certifications and Assurances; and
- F. Any other provisions of the agreement, including materials incorporated by reference.

#### **15. INDEPENDENT CAPACITY**

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

#### **16. RECORDS MAINTENANCE**

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

## **17. TREATMENT OF ASSETS**

### **17.1. Ownership**

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

### **17.2. Use of Property**

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

### **17.3. Damage to Property**

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

### **17.4. Notice of Damage**

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

### **17.5. Surrender of Property**

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

## **18. RIGHTS IN DATA**

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

## **19. CONFIDENTIALITY**

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

## **20. SEVERABILITY**

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

## **21. FUNDING AVAILABILITY**

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

## **22. TERMINATION**

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

## **23. TERMINATION FOR CAUSE**

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



#### **24. WAIVER**

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

#### **25. ALL WRITINGS CONTAINED HEREIN**

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

#### **26. SURVIVORSHIP**

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

#### **Attachments**

Attachment 1: Statement of Work

Attachment 2: Data Sharing Terms (including the Washington OCIO Security Standard 141.10)

Attachment 3: Office of Justice Programs (OJP) Award Terms

Attachment 4: Federal Compliance, Certifications and Assurances

Attachment 5: Federal Subaward Information

Attachment 6: Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance Terms

Attachment 7: Quarterly Report – Comprehensive Opioid, Stimulant, and Substance Use Program

Attachment 8: Standard of Care

## **ATTACHMENT 1: STATEMENT OF WORK**

### **1. Purpose**

To increase the likelihood of diversion from the criminal legal system and reduce recidivism through expedited competency evaluation, mental health, and substance use disorder treatment in the jail and referrals for treatment, housing, substance use disorder recovery, and other supports in the community.

### **2. Background**

The Health Care Authority was awarded a Bureau of Justice Assistance Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program or COSSUP grant. Award Number: 15PBJA-24-GG-04431-COAP. The proposed initiative focuses on providing several of Washington's jurisdictions funding and technical assistance to bolster and support substance use treatment and response efforts in the community as well as through interaction with law enforcement, courts, jails & prisons, and in reentry.

This program is a collaborative jail and court approach between Island County District Court, Island County Superior Court, and Island County Human Services to expedite competency evaluation, mental health and substance use disorder treatment in the jail and to provide referrals for treatment, housing, substance use disorder recovery, and other supports upon transition back into the community through increasing staffing and cross-system collaboration.

### **3. Work Expectation**

The Contractor Shall:

- 3.1. Collaborate with Island County District Court, Superior Court, and Human Services to expedite competency evaluation, mental health, and substance use disorder treatment in the jail.
- 3.2. Provide referrals for treatment, housing, substance use disorder recovery, and other supports in the community for those that are incarcerated.
- 3.3. Ensure there is one (1) Full Time Equivalent (FTE) Behavioral Health Court Coordinator and one half time (0.5) Jail Transition Coordinator staff to support the completion of the deliverables and tasks outlined in this Statement of Work. The candidate in these positions shall demonstrate the following:

3.3.1. The Behavioral Health Court Coordinator shall provide the following:

3.3.1.1. Diversion services to individuals at pretrial and/or arraignment hearings at Island County District Court.

3.3.1.2. Develop a Behavioral Health Court Intervention Program.

a. The program would be a collaborative jail diversion approach between Island County District Court and Island County Human Services.

b. This program is to expedite competency evaluation, provide referrals to treatment, referrals for housing, and other needs as identified through assessments.

3.3.1.3. Behavioral Health Court Coordinator shall work specifically in two (2) areas.

a. Post-booking diversion services.

b. Re-entry services with community support to reduce recidivism.

3.3.2. Jail Transition Coordinator shall provide the following:

3.3.1.4. Responsible for providing case management and care transition plans for the Jail Transition Program.

3.3.1.5. Work with the jail mental health clinician and jail Residential Substance Abuse Treatment (RSAT) counselor to identify clients and assist with their transition plan.

3.3.1.6. Collaborate with existing services available through Island County and all other service providers in the county. This includes, but are not limited to:

a. Mental health and medical needs;

b. Housing assistance;

c. Referrals to advocacy groups;

d. Schools;

e. Community liaisons; and

f. Other needs as identified through assessments.

**3.4. Screening and Assessment.** The following positions shall conduct the screening and assessment:

3.4.1. Behavioral Health Court Coordinator;

3.4.2. Jail Transition Coordinator;

3.4.3. A mental health professional; or

3.4.4. A substance use disorder professional.

- 3.5. The positions listed in Section 3.4, Screening and Assessment, shall conduct the screening and assessment for the following:
- 3.5.1. Psychosocial history, Mental Health (MH) assessment, and Substance Use Disorder (SUD) assessment;
  - 3.5.2. Criminal Justice History; and
  - 3.5.3. GAIN-Short Screener (SS) – to establish current mental health/substance use needs and recidivism risk factors.
- 3.6. **Cross-Training Plan and Goals.** The cross-training plan is to share common goals from the program and to take part in cross training activities to better understand other team members' or agency's processes. The Behavioral Health Court Intervention Program members of the shall include, but are not limited to:
- 3.6.1. Judges;
  - 3.6.2. Commissioners;
  - 3.6.3. Court clerks;
  - 3.6.4. Behavioral health court coordinator;
  - 3.6.5. Probation officer;
  - 3.6.6. Defense attorney;
  - 3.6.7. Prosecutor;
  - 3.6.8. Treatment provider(s);
  - 3.6.9. Case manager;
  - 3.6.10. Sheriff, or their representative;
  - 3.6.11. Embedded mental health professional;
  - 3.6.12. Jail mental health counselor;
  - 3.6.13. Jail transition coordinator; and
  - 3.6.14. Behavioral health supervisor.
- 3.7. **Quarterly Reports.** Provide quarterly reports in accordance with the date range and due dates listed in Section 4. Deliverables Table. Reports shall be reviewed and approved by HCA Contract Manager. Template for report is located in Attachment 7: Quarterly Report.

#### 4. Deliverables Table

Total consideration payable to Contractor for satisfactory performance of the work under this Contract, up to a total maximum of **\$113,002**. This includes all expenses. Submit all deliverables to the HCA Contract Manager.

#	Deliverable	Date Range	Due Date	Rate	Amount
1	Grant funded position - Behavioral Health Court Coordinator	Applies to Quarters 1-4	May 15, 2025	\$5,650 x 1	\$5,650
2	Cross-Training Plan and Goals	Applies to Quarters 1-4	October 15, 2025	\$20,352 x 1	\$20,352
3	Quarterly Reports	Q3: 04/01/2025 – 06/30/2025 Q4: 07/01/2025 – 09/30/2025	15 <sup>th</sup> business day of each month following the end of each quarter	\$43,500 x 2 reports	\$87,000
<b>Total Maximum Compensation for deliverables completed through September 30, 2025</b>					<b>\$113,002</b>

## **ATTACHMENT 2: DATA SHARING TERMS**

### **1. Data Collection and Sharing**

**1.1. Background.** The goal of this section is to ensure Contractor achieves compliance with BJA's and DBHR's reporting requirements.

**1.2. Research and Data Analysis (RDA).** Work collaboratively with RDA as they fulfill the following roles:

1.2.1. Supervise data collection process;

1.2.2. Program evaluation; and

1.2.3. Monitor data collection;

**1.3. Contractor shall provide:**

1.3.1. All relevant data collection instruments;

1.3.2. Training;

1.3.3. Access to data entry tools, such as REDCap; and

1.3.4. Technical assistance to staff, as needed.



### **ATTACHMENT 3: OFFICE OF JUSTICE PROGRAMS (OJP) AWARD TERMS**

1. 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 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 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 2021 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.

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

The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) 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.

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

The subrecipient 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 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.

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

The subrecipient 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.

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

The subrecipient 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."

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

The subrecipient 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 subrecipient 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.

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

The subrecipient 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").

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

The subrecipient 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.

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

A subrecipient 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.

10. 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 is to benefit a set of individuals under 18 years of age.

The 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.

11. 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.

12. 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 subrecipients 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.

13. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The subrecipient 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, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

14. Potential imposition of additional requirements

The subrecipient 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.

15. Employment eligibility verification for hiring under the award

15.1. The subrecipient 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).

B. Notify all persons associated with the 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) 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).

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.

15.2. Monitoring.

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

15.3. 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.

15.4. 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 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 subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](https://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 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).

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 [VerifyEmployerAgent@dhs.gov](mailto:VerifyEmployerAgent@dhs.gov).

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

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

No subrecipient 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.

17. 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.

18. OJP Training Guiding Principles

Any training or training materials that the subrecipient \ 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>.

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

The subrecipient must comply with all applicable requirements for authorization of any subaward.

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.

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 subrecipient 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 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.

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

The subrecipient 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.

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

The subrecipient 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.

23. 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 Award Modification (GAM) to eliminate any inappropriate duplication of funding.

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

The subrecipients 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other term or condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

26. Limit on use of grant funds for grantees' employees' salaries

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.

27. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be

continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

28. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: *Defining Drug Courts: The Key Components* at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

## **ATTACHMENT 4: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES**

**FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Rachel Brandhorst**.

*Source of Funds DOJ: This Contract is being funded partially or in full through Cooperative Contract number 15PBJA-24-GG-04431-COAP, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Assistance Listing Numbers (ALN) 16.838 in the amount of \$113,002. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K8223**.*

*Period of Availability of Funds Date of Execution – September 30, 2025: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in 15PBJA-24-GG-04431-COAP unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*

*Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*

*Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*

Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:

- Deviations from the budget and Project plan.
- Change in scope or objective of the Contract.
- Change in a key person specified in the Contract.
- The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
- Need for additional funding.
- Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
- Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.

No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

*Sub-Contracting: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.*

*Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as*

a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

**Unallowable Costs:** The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.

**Supplanting Compliance:** SABG: If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

**Federal Compliance:** The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.

**Civil Rights and Non-Discrimination Obligations:** During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

#### HCA Federal Compliance Contact Information

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

**CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Island County**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

**STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
  - i. The dangers of drug abuse in the workplace;
  - ii. The contractor's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal



agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such 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;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

**Legal Services Manager**

WA State Health Care Authority  
PO Box 42700  
Olympia, WA 98504-2700

**CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) 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 Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally 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 Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients 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, 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.

**CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.**

**CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor 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 Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. 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.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: <small>Signed by:</small> <i>Melanie Bacon</i>	TITLE: Island County Commissioner
PLEASE ALSO PRINT OR TYPE NAME: Melanie Bacon	
ORGANIZATION NAME: (if applicable) Island County	DATE: 6/10/2025

**ATTACHMENT 5: FEDERAL SUBAWARD INFORMATION**

**ATTACHMENT 5  
Federal Subaward Identification  
K8223**

1.	<b>Federal Awarding Agency</b>	Department of Justice
2.	<b>Federal Award Identification Number (FAIN)</b>	15PBJA-24-GG-04431-COAP
3.	<b>Federal Award Date</b>	11-15-2024
4.	<b>Assistance Listing Number and Title</b>	16.838 Comprehensive Opioid, Stimulant, and other Substances Use Program
5.	<b>Is the Award for Research and Development?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	<b>Contact Information for HCA's Awarding Official</b>	Teesha Kirschbaum, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery <a href="mailto:Teesha.kirschbaum@hca.wa.gov">Teesha.kirschbaum@hca.wa.gov</a> 360-725-5925
7.	<b>Subrecipient name (as it appears in SAM.gov)</b>	County of Island
8.	<b>Subrecipient's Unique Entity Identifier (UEI)</b>	KDMTGQSAF5VS
9.	<b>Subaward Project Description</b>	Island County Behavioral Health and Criminal Justice Partnership
10.	<b>Primary Place of Performance</b>	98239 + 3138
11.	<b>Subaward Period of Performance</b>	Date of Execution – September 30, 2025
12.	<b>Amount of Federal Funds Obligated by this Action</b>	\$113,002
13.	<b>Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action</b>	\$113,002
14.	<b>Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)</b>	de minimus 15%

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact [subrecipientmonitoring@hca.wa.gov](mailto:subrecipientmonitoring@hca.wa.gov).

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

☐ YES ☒ NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ YES ☐ NO

## **ATTACHMENT 6:**

### **DEPARTMENT OF JUSTICE (DOJ) OFFICE OF JUSTICE PROGRAMS BUREAU OF JUSTICE ASSISTANCE TERMS**

As identified in the Federal Subaward Identification attachment/s, this Contract includes funds HCA received through a grant from the Department of Justice (DOJ). HCA and the Contractor intend that this Contract conforms with the requirements of the DOJ grant (award). Contractor agrees to comply with the following pass-through terms, in addition to the terms and conditions of the Contract, for contract activities funded by the DOJ grant.

Failure to comply with one or more grant 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 HCA taking appropriate action with respect to the Contractor and the Contract. Among other things, HCA may withhold funds, disallow costs, or suspend or terminate the Contract. HCA may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to HCA or the federal government related to this Contract (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).

If any provision of a requirement of the DOJ grant is held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction 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 Contract.

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

The conditions of the grant/s identified in the Contract FSI/s are material requirements of the Contract. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of this Contract.

2. Limited Exceptions

In certain special circumstances, the U.S. Department of Justice (DOJ) may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs (OJP) webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award received by HCA and passed to the Contractor.

3. 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 Contract.

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>.

4. Record retention and access

Records pertinent to the Contract that the Contractor must retain -- and to which the Contractor 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.

5. Compliance with DOJ Grants Financial Guide

Contractor agrees to comply with 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.

6. Requirement to report potentially duplicative funding

If the Contractor currently has other active awards or subawards of federal funds, or if the Contractor receives any other award of federal funds during the period of performance for this Contract, the Contractor 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 Contract. If so, the Contractor must promptly notify the HCA Contract Manager in writing of the potential duplication. HCA may require a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Employment eligibility verification for hiring under the Contract

a. The Contractor and any subrecipient at any tier must—

- i. 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 Contract funds, the Contractor (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).
- ii. Notify all persons associated with the Contractor (or any subrecipient) who are or will be involved in activities under this Contract of both—
  1. this 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.
- iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iv. As part of the recordkeeping for the Contract (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.



b. Monitoring

Contractor will cooperate with HCA's monitoring responsibilities of Contractor's compliance with this condition.

c. Allowable costs

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

d. Rules of construction

i. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Contract" specifically includes (without limitation) any and all Contractor (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 Contract funds.

ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Contractor (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 Contractor (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 Contract funds.

iii. "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.

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

f. Nothing in this condition shall be understood to relieve the Contractor, 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).

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

The Contractor (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 Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to HCA as identified in the Contract no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

Contractor will notify the HCA Contract Manager of any procurement contract funded by this Contract that may exceed \$250,000. The Contractor, 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.

10. 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 Contract, whether by the Contractor 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).

- a. 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") -- the Contractor (or subrecipient, at any tier) may not (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 US DOJ.

- b. Monitoring

Contractor will cooperate with HCA to fulfill HCA's responsibility to monitor Contractor's compliance with this condition.

- c. Allowable costs

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

d. Rules of construction

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

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and HCA's authority to terminate award)

The Contractor, 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 Contractor, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Contractor or of any subrecipient.

The details of the Contractor'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>

Prohibited conduct by Contractor and subrecipients related to trafficking in persons (including reporting requirements and HCA's authority to terminate award)) and are incorporated by reference here.

12. Determination of suitability to interact with participating minors

This condition applies to this Contract 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 Contract (whether by the Contractor, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The Contractor, 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.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings,

trainings, and other events

The Contractor, 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 Contract appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness

The Contractor must collect and maintain data that measure the performance and effectiveness of work as identified in this Contract. The data must be provided to HCA in the manner (including within the timeframes) specified by HCA in this Contract, the 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.

15. OJP Training Guiding Principles

Any training or training materials that the Contractor -- 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>.

16. Effect of failure to address audit issues

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

17. Potential imposition of additional requirements

The Contractor agrees to comply with any additional requirements that may be imposed by HCA during the period of performance for this Contract, if the Contractor is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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

The Contractor, 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.

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

The Contractor, 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."

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

The Contractor, 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 the Contractor 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.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Contractor, 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 Contractor, 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.

22. Compliance with general appropriations-law restrictions on the use of federal funds

The Contractor, 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 that may be set out in applicable appropriations acts are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Contractor (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Contractor is to ask the HCA Contract Manager for guidance and may not proceed without the express prior written approval of the HCA Contract Manager.

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

The Contractor, and any subrecipients ("subgrantees") at any tier, must promptly refer to HCA as required by the Contract, and 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 Contract should be reported to HCA as required by the Contract and 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

Neither the Contractor nor a subrecipient ("subgrantee") under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, 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 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.

a. In accepting this Contract, the Contractor—

- i. 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
- ii. 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 Contract funds, will provide prompt written notification to the HCA Contract Manager, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by them.

b. If the Contractor does or is authorized under this Contract to make subawards ("subgrants"), procurement contracts, or both— it represents that—

- i. it has determined that no other entity that may or will receive Contract 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
- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and



- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this Contract 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 Contract funds to or by that entity, will provide prompt written notification to the HCA Contract Manager, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by them.

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

The Contractor (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 Contractor 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.

26. 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.

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

If the Contractor is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the period of performance the Contract, the Contractor must disclose that fact and certain related information in writing to the HCA Contract Manager. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Contractor's past performance, or other programmatic or financial concerns with the Contractor.

The Contractor's disclosure must include the following:

- a. The federal awarding agency that currently designates the Contractor high risk.
- b. The date the Contractor was designated high risk.
- c. The high-risk point of contact at that federal awarding agency (name, phone number, and email address).
- d. The reasons for the high-risk status, as set out by the federal awarding agency.



28. The Contractor agrees that federal funds under this Contract will be used to supplement but not supplant state or local government funds.
29. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially where there is opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program).
30. The Contractor agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.
31. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
32. The Contractor agrees that Contract funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of Contract funds.
33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Cash compensation

With respect to this Contract, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor 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. (Contractor 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 Contract may be waived on an individual basis at the discretion of the HCA Contract Manager.

35. The Contractor agrees to submit to the HCA Contract Manager 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 Contract at least sixty (60) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements:

"This project was supported by Grant No. **15PBJA-24-GG-04431-COAP** 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.

36. Justification of consultant rate

A detailed justification must be submitted to and approved by the HCA Contract Manager prior to obligation or expenditure of any consultant rate in excess of \$650 per day.

37. Contractor understands and agrees that it must cooperate with HCA to allow HCA to submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>).

For more detailed information on reporting and other requirements, refer to BJA's website. Failure to cooperate with HCA to submit required reports by established deadlines may result in the freezing of Contract funds and a High-Risk designation by HCA.

38. Contractor understands and agrees that, to the extent that substance abuse treatment and related services are funded by this Contract, they will include needed treatment and services to address opioid abuse reduction.

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

**ATTACHMENT 7:**

**QUARTERLY REPORT – COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE  
USE PROGRAM**

**BUREAU OF JUSTICE ASSISTANCE  
COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM  
PERFORMANCE MEASURES QUESTIONNAIRE**

**GENERAL AWARD ADMINISTRATION**

- I. Is this the last reporting period for which the award will have data to report? For example, all funds have been expended and the award is in the process of closing out in the Justice Grants (JustGrants) system.
  - A. Yes/No (If Yes, you must answer the questions in the Closeout section and the Goals and Objectives section. After completion, a final report will be created when closing out the Performance Measurement Tool [PMT] reporting requirements.)

**GRANT ACTIVITY**

2. Was there grant activity during the reporting period? There is grant activity when the grantee has obligated, expended, or drawn down grant funds to implement objectives proposed in the Bureau of Justice Assistance (BJA)-approved grant application. If Yes, the program becomes operational and should remain so until the grant closes out. If No, select all the reasons that apply for no grant activity during the reporting period and proceed to the Goals and Objectives section.
  - A. Yes/No
  - B. If No, select from the following responses: (Then skip to the Goals and Objectives section)

Reason(s) for no grant activity during the reporting period	Select all that apply
In procurement	<input type="checkbox"/>
Project or budget not approved by agency, county, city, or state governing agency	<input type="checkbox"/>
Seeking subcontractors (request for proposal stage only)	<input type="checkbox"/>
Waiting to hire project manager, additional staff, or coordinating staff	<input type="checkbox"/>
Paying for the program using prior federal funds	<input type="checkbox"/>
Administrative hold (e.g., court case pending)	<input type="checkbox"/>
Still seeking budget approval from BJA	<input type="checkbox"/>
Waiting for partners or collaborators to complete the application	<input type="checkbox"/>
Other	<input type="checkbox"/>

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

If Other, explain:

3. Indicate the amount of project funding you receive from each of the following sources. Only include funding related to the project outlined in your grant application. The amounts entered should reflect total project funding for the life of the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) (formerly COAP/COSSAP) award.

	Funding Source	Dollar Amount	Percent
A.	COSSUP grant funding		<autocalc>
B.	Other (Non-COSSUP) BJA grant funding		<autocalc>
C.	Other DOJ grant funding		<autocalc>
D.	CDC grant funding		<autocalc>
E.	SAMHSA grant funding		<autocalc>
F.	Other federal grant funding		<autocalc>
G.	State funding		<autocalc>
H.	Local funding		<autocalc>
I.	Private funding		<autocalc>
J.	In-kind support		<autocalc>
K.	Other		<autocalc>
	If Other, explain:		
	Total	<auto fill sum>	<auto fill sum>

Notes: BJA – Bureau of Justice Assistance  
 CDC – Centers for Disease Control and Prevention DOJ  
 – Department of Justice  
 SAMSHA – Substance Abuse and Mental Health Services Administration

**SITE/PROJECT INFORMATION**

**This section's purpose is to collect baseline information about COSSUP. All of these questions are required during the first reporting period and will carry forward into subsequent reporting periods. Your responses can be updated as needed.**

4. Provide the name and contact information for the Project Director that your agency will be working with as part of this COSSUP. If there has been a change in the Project Director, please update. [Carry forward]

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

- A. Name: \_\_\_\_\_
- B. Contact information:  
 Phone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_
5. Has there been a change in your COSSUP Project Director during the reporting period?
- A. Yes/No  
 B. If Yes, describe: \_\_\_\_\_
6. Does your COSSUP include a researcher or a research partner? *[Carry forward]*
- A. Yes/No *(If No, skip to question 9)*
7. Provide the primary point of contact (POC) for the researcher/research partner that your agency will be working with as part of COSSUP. *If there has been a change in the researcher/research partner POC, please update. [Carry forward]*
- A. Name: \_\_\_\_\_
- B. Contact information:  
 Agency name: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_
8. Has there been a change in your COSSUP researcher/research partner or a significant change in the research team during the reporting period?
- A. Yes/No  
 B. If Yes, describe: \_\_\_\_\_
9. Do you have a webpage for your program? *[Carry forward]*
- A. Yes/No  
 B. If Yes, provide the URL: \_\_\_\_\_
10. What geographic area is served by your grant activities? *[Carry forward]*
- A. \_\_\_ A geographic area within a single city/county  
 B. \_\_\_ A single city/county  
 C. \_\_\_ Multiple geographic areas within a single state (e.g., multiple cities or counties)  
 D. \_\_\_ The entire state  
 E. \_\_\_ Multistate
11. How would you describe the geographic area served by your grant activities? *[Carry forward]*
- A. \_\_\_ Urban (i.e., a large city with 50,000 or more people)  
 B. \_\_\_ Suburban (i.e., a territory outside of a large city with a population of 2,500 to 50,000 people or more)

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

- C. ☐ Rural (i.e., a territory that encompasses all people and housing not included within a suburban, urban, or tribal area)
- D. ☐ Mixed (i.e., some combination of the above designations)
12. Are any of your funds going to a tribal territory or community, and/or does the project serve a tribal community? *A tribal territory is one that contains a concentration of people who identify with a federally recognized tribe. [Carry forward]*
- A. Yes/No
- B. If Yes, identify the tribal territory: \_\_\_\_\_
13. In which of the following ways were data analysis findings applied to your program during the reporting period? *Select all that apply.*
- A. ☐ Analysis was not conducted during this reporting period
- B. ☐ Analysis was conducted this reporting period, but findings were not applied in any way
- C. ☐ Informed our understanding of the problem of focus
- D. ☐ Informed decisions to improve program implementation
- E. ☐ Incorporated into program evaluation (e.g., outcome, process)
- F. ☐ Presented as results/recommendations to the program leadership, staff, or workgroup
- G. ☐ Communicated as results/recommendations to groups outside of the workgroup (e.g., local government, community organizations, media)
14. Indicate the major obstacles the program faces when providing treatment and recovery support services in your area. *Select all that apply. [Carry forward]*
- A. ☐ We are not facing any major obstacles to providing services
- B. ☐ Lack of public transportation
- C. ☐ Limited availability of appropriate substance abuse treatment services
- D. ☐ Limited availability of recovery support services
- E. ☐ Limited public support for services and/or facilities
- F. ☐ Limited hours of service
- G. ☐ Limited client participation/commitment
- H. ☐ Other, describe: \_\_\_\_\_
15. What obstacles, if any, did you encounter over the last reporting period that has had an impact on your project? *Select all that apply.*
- A. ☐ No obstacles or barriers (N/A)
- B. ☐ Access to data
- C. ☐ Level of referrals to our program
- D. ☐ Collaboration/Coordination between partner agencies
- E. ☐ Hiring project staff
- F. ☐ Staff turnover
- G. ☐ Retaining treatment providers
- H. ☐ Competing agency priorities

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

- I. ☐ Funding
- J. ☐ Legal obstacles
- K. ☐ Concerns about confidentiality
- L. ☐ Differences in program implementation between partners
- M. ☐ Technology challenges
- N. ☐ Federal grant administration issues (e.g., unable to secure approval)
- O. ☐ Training and Technical Assistance (TTA) provider issues
- P. ☐ Other, describe: \_\_\_\_\_



### Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

16. Indicate the extent to which you use the following strategies with regard to your problem of focus (e.g., identifying overdose survivors, increasing the use of diversion or alternatives to incarceration programs). Select *N/A* if the stated strategy is not relevant to your problem of focus. Select *Unavailable* if the stated strategy is not available in your area of service.

Strategy	N/A	Unavailable	Never	Rarely	Sometimes	Frequently
			1	2	3	4
Screening to identify individuals at high risk for overdose	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Screening to identify individuals with substance abuse disorders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Screening to identify crime victims	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Law enforcement diversion programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prosecutor-led diversion programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pretrial diversion programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Treatment courts (e.g., drug courts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Probation services designed to meet the needs of individuals with substance abuse disorders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jail- or prison-based substance abuse treatment programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reentry programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Victim services programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peer recovery services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Treatment services in rural communities within our service area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naloxone distribution/deployment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medication-Assisted Treatment (MAT)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overdose prevention programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public education campaigns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outreach to other professionals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot spot analysis (e.g., identifying geographic areas with a cluster of individuals at high risk for substance abuse or overdose)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Targeted educational interventions in hot spots	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance abuse prevention coalitions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

17. What kind of services are you delivering, or do you plan to deliver remotely? Select N/A if your program does not, and will not, offer the particular service remotely. [Carry forward]

Service	N/A	Currently Deliver Remotely	Plan to Deliver Remotely
Screening and assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Group therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prescribing and monitoring medication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervision check-ins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Online curriculum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Court check-ins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recovery support services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Other, explain:			

18. Rate the following COSSUP workgroup partners based on this statement, "This partner was actively involved in COSSUP this reporting period." Rate your partners on a scale of 1–5 as indicated below. If you have multiple partners in a category, rate them as a whole. If a partner fits in more than one category, rate them in the one category that fits the best for that partner. Do not rate yourself. Select N/A if you do not have a COSSUP workgroup.

This partner is actively involved in COSSUP:	N/A	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
		1	2	3	4	5
County/City leadership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribal leadership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Federal law enforcement agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State law enforcement agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local law enforcement agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High-intensity drug trafficking areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pretrial service organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

This partner is actively involved in COSSUP:	N/A	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
		1	2	3	4	5
Prosecutor's office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public defender's office/defense attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Probation/Parole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jail/Corrections administrators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reentry services providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health care providers/public health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mental health providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance abuse disorder treatment providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child protective services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community-based service providers (e.g., housing, employment)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance abuse prevention groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recovery community representatives/peers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject matter experts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foundations/Philanthropic organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Researcher, evaluator, or statistical analysis centers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Victim advocates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Faith community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighborhood community groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Other, explain:						

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

19. Rate your level of agreement with the following statement.

The following stakeholders exhibit a high level of collaboration with one another:	N/A	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
		1	2	3	4	5
Criminal courts and child welfare agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local and state law enforcement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local and federal law enforcement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State and federal law enforcement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Criminal justice agencies and substance abuse treatment providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Healthcare providers and substance abuse treatment providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Probation/parole and substance abuse treatment providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Victim services and local first responders (e.g., police, fire, and emergency medical services [EMS])	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## TRAINING AND TECHNICAL ASSISTANCE

This section's purpose is to measure training availability on COSSUP initiatives during reporting periods. This section also focuses on the frequency and quality of TTA provided by BJA-funded training assistance partners. The overall Office of Justice Programs performance measures related to this section are:

- Percentage of grantees receiving technical assistance
- Percentage of grantees providing training to staff

20. Did the COSSUP provide or facilitate training to project workgroup members or other groups or organizations (e.g., first responders, victim services providers, and child protective services professionals) during the reporting period? *Your workgroup is defined as a larger group of stakeholders who have a vested interest in the project and may include any agencies involved in the planning or implementation of COSSUP. Also include training provided to first responders, victim services providers, and child protective services professionals.*

A. Yes/No (If No, skip to question 22)

B. If Yes, how many trainings were completed during the reporting period: \_\_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

21. For each of the trainings completed during the reporting period, indicate the number of individuals who attended the training and the length of the course in hours. *Count each person only once per training topic, regardless of how many times he/she attended the training.*

Training Name	Number of Training Sessions Completed	Number of People Trained	Length of Course	Training Provider
[Open text]			[Open text]	[Open text]
[Open text]			[Open text]	[Open text]
[Open text]			[Open text]	[Open text]

22. Did you/your agency/entire workgroup receive any technical assistance from a BJA-funded provider during the reporting period? *Technical assistance can be defined as using a partner for assistance implementing programs, strategic planning, curriculum development, data analysis, meetings, fostering relationships, trainings, research and information requests, and other technical areas that would supplement your COSSUP.*

A. Yes/No (If No, skip to question 24)

B. If Yes, how many TTA providers did you work with during the reporting period: \_\_\_\_\_

23. For each technical assistance provider you interacted with during the reporting period, enter the following information. *The number of entries should equal the number you entered in question 22B.*

Name of Technical Assistance Provider	Nature of Contact (select all that apply)	Number of Engagements	Satisfaction	Feedback on Your Encounters with This Provider
[Open Text]	<ul style="list-style-type: none"> <li>• Phone call</li> <li>• In-person meeting</li> <li>• Video conference</li> <li>• Site visit</li> <li>• Conference</li> <li>• Other (describe)</li> </ul>	[Positive whole number]	<ul style="list-style-type: none"> <li>• Very satisfied</li> <li>• Satisfied</li> <li>• Neither satisfied nor dissatisfied</li> <li>• Dissatisfied</li> <li>• Very dissatisfied</li> </ul>	[Open Text]

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

## TRAINING DEVELOPMENT

For each training course/curriculum your organization developed that was paid for in full or in part with COSSUP funds, answer the following questions. Repeat these questions as necessary to cover all trainings or curricula developed.

24. Were COSSUP grant funds used to develop a training course or curriculum?

- A. Yes/No (If No, skip to next section)
- B. If Yes, materials/curricula should be submitted to BJA via the JustGrants system with your progress report.

25. What type of training course/curriculum was developed?

- A. ☐ Certification training (i.e., training required to obtain a certification)
- B. ☐ In service/annual training (i.e., training required to keep certification active or maintain proficiency)
- C. ☐ Skill building (i.e., training that increases the skill or knowledge of employees in a particular area)
- D. ☐ Leadership/Management (i.e., training for managers or administrators)
- E. ☐ Conference
- F. ☐ Other, describe: \_\_\_\_\_

26. Describe the developed training course/curriculum. Include the targeted audience, primary sources used in the development of your curriculum, and a brief overview.

---



---

27. How many hours is the training course/curriculum designed to last? A 1-day course is typically classified as an 8-hour course, and a week-long course is typically classified as a 40-hour course.

- A.  hours

28. What is the intended mode of delivery for your training course/curriculum? Select all that apply.

- A. ☐ Classroom based (e.g., in-person, face-to-face)
- B. ☐ Web based (e.g., webinar)
- C. ☐ Prerecorded (e.g., training videos)
- D. ☐ Self-study (e.g., manuals, guidebooks, or other materials)
- E. ☐ Other, describe: \_\_\_\_\_

If needed, repeat the above set of Training Development questions until all trainings or curricula developed are covered.



## OUTREACH, AWARENESS, AND PREVENTION ACTIVITIES

29. Did the COSSUP-funded program conduct any training, outreach, awareness, or prevention activities during the reporting period? *Community outreach and prevention could include activities like producing public service announcements, hosting an online or in-person presentation or meeting, providing training in the use of naloxone, etc. Do not include internal or external trainings.*
- A. Yes/No (If No, skip to next section)
30. Indicate the type of training, outreach, awareness, and prevention activities supported by COSSUP during the reporting period. *Select one at a time and enter up to five per quarter.*
- A. ☐ Train individuals on how to use naloxone
  - B. ☐ Implement a media campaign targeting the general public (Skip to next section)
  - C. ☐ Provide training and other professional development opportunities to increase the number of providers, including physicians, behavioral health providers, advanced practice nurses, pharmacists, and other health and social service professionals, who are able to identify and treat substance abuse disorder (SUD) and opioid use disorder (OUD) (Skip to questions 32—34)
  - D. ☐ Increase the number of providers who use a Prescription Drug Monitoring Program (Skip to questions 32—34)
  - E. ☐ Provide education to improve family members' or caregivers' understanding of evidence-based treatments and prevention strategies for SUD or OUD (Skip to questions 32—34)
  - F. ☐ Implement or expand community-based prevention programs that are evidence-based to prevent misuse of opioids, stimulants, and other substances (Skip to questions 32—34)
  - G. ☐ Implement or expand non-law-enforcement-led, school-based prevention programs that are evidence-based to prevent misuse of opioids, stimulants, and other substances (Skip to questions 32—34)
  - H. ☐ Identify and screen individuals who are at risk of SUD/OUD (Skip to question 35)
  - I. ☐ Implement or expand drug take-back programs (Skip to questions 36—37)
  - J. ☐ Implement or expand hepatitis or HIV testing for individuals with OUDs (Skip to question 38)
  - K. ☐ Implement or expand a syringe exchange program (Skip to question 38)
31. How many of the following types of individuals received training in the use of naloxone through COSSUP during the reporting period? *Only count individuals in the category that best describes their role.*
- A. General public
  - B. Opioid or stimulant users
  - C. Family/Friends of opioid or stimulant users
  - D. Law enforcement
  - E. EMS
  - F. Healthcare workers



Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

- G. Probation or parole workers \_
  - H. Social workers or outreach workers \_
  - I. Recovery coaches \_
  - J. Criminal justice/corrections staff \_
  - K. Treatment staff \_
  - L. Victim services providers \_
  - M. Youth serving organizations (e.g., schools, athletic leagues, or faith-based organizations)
- 
- N. Other, describe: \_\_\_\_\_

32. Select the target audience for the training, outreach, awareness, or prevention activity.

*Select all that apply.*

- A. ☐ General public
- B. ☐ Law enforcement
- C. ☐ EMS
- D. ☐ Healthcare workers
- E. ☐ Probation/Parole workers
- F. ☐ Social workers or outreach workers
- G. ☐ Recovery coaches
- H. ☐ Criminal justice/corrections staff
- I. ☐ Treatment staff
- J. ☐ Family/Friends of opioid or stimulant users
- K. ☐ Victim services providers
- L. ☐ K-12 schools
- M. ☐ Faith-based communities
- N. ☐ Other youth-serving organizations (e.g., athletic leagues, faith-based organizations)
- O. ☐ Other, describe: \_\_\_\_\_

33. Describe the method of delivery for the training, outreach, awareness, or prevention activity. *Select all that apply.*

- A. ☐ In-person training/meeting/talk
- B. ☐ Online training
- C. ☐ Other, describe: \_\_\_\_\_

34. How many total people attended a training, outreach, awareness, or prevention activity during the reporting period?

- A. Number of adults (18+)\_\_\_\_\_
- B. Number of youth (under 18)\_\_\_\_\_
- C. Not tracked \_\_\_\_\_

## Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

35. How many individuals were screened during the reporting period? \_\_
36. During the reporting period, how many local, state, or national Take Back Day events did you coordinate/participate in with a law enforcement agency?
- A. Number of events \_\_\_\_
  - B. Pounds of controlled substances recovered \_\_\_\_
37. During the reporting period, how many pounds of controlled substances were received and disposed of in locations with receptacles where you have assisted with the coordination and installation? Exclude any controlled substance already reported during Take Back Days (the previous question).
- A. Pounds of controlled substances received \_\_\_\_
  - B. Of those, pounds of controlled substances disposed of \_\_
38. How many individuals received services during the reporting period? \_\_\_\_\_

*If needed, repeat the above set of Outreach, Awareness, and Prevention Activities questions until all prevention or outreach activities are covered (up to five per quarter).*

### DIVERSION, RECOVERY SUPPORT, AND SUBSTANCE ABUSE TREATMENT SERVICES

The measures in this section are intended to describe the number of participants receiving services and types of services being provided.

39. Indicate if you used COSSUP funds to operate any of the following types of programs during the reporting period. *Select only those programs that you are directly supporting with COSSUP funds. (Questions 40—46 required unless otherwise noted)*
- If first responder/law enforcement diversion program is selected in question 39, questions 42—46 are required*
- A. \_\_\_\_ First responder/law enforcement diversion program  
(Questions 40—42 required; then skip to question 47)
  - B. \_\_\_\_ Pretrial diversion program overseen by a pretrial supervision agency
  - C. \_\_\_\_ Prosecutor diversion program overseen by a prosecutor's office
  - D. \_\_\_\_ Court-based diversion program
  - E. \_\_\_\_ Family drug court program
  - F. \_\_\_\_ Tribal healing-to-wellness court
  - G. \_\_\_\_ Jail-based program focused on programming while inmates are in custody
  - H. \_\_\_\_ Jail-based reentry program focused on preparing inmates to leave jail custody
  - I. \_\_\_\_ Prison reentry program focused on preparing inmates to leave prison
  - J. \_\_\_\_ Probation program *(Skip to next section)*
  - K. \_\_\_\_ We are not using COSSUP funds to operate any of the above activities
40. How many individuals experienced a non-fatal overdose during the reporting period in your target area? \_\_\_\_

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

41. What entities refer/identify individuals to your program? *Select all that apply. [Carry forward]*

- A. ☐ Police officer/police employees
- B. ☐ Sheriff's department staff
- C. ☐ Fire department employees
- D. ☐ EMS staff
- E. ☐ Prosecutor's office
- F. ☐ Defense attorney/public defender
- G. ☐ Pretrial services
- H. ☐ Courts
- I. ☐ Probation
- J. ☐ Parole
- K. ☐ Jail/Prison staff
- L. ☐ Reentry services providers
- M. ☐ Substance abuse treatment providers
- N. ☐ Child protective services
- O. ☐ Court clinicians
- P. ☐ School staff
- Q. ☐ Self-referral
- R. ☐ Hospital emergency department staff
- S. ☐ Other health care providers
- T. ☐ Friends and/or family
- U. ☐ Victim services providers
- V. ☐ N/A

42. Who is the lead for the first responder diversion program? *If you have co-leads, select all that apply. [Carry forward]*

- A. ☐ Sheriff's office
- B. ☐ Police department
- C. ☐ EMS
- D. ☐ Fire department
- E. ☐ Combined fire department/EMS
- F. ☐ Community/Advocacy agency
- G. ☐ Social service agency
- H. ☐ Behavioral health agency
- I. ☐ City, county, or state public health agency
- J. ☐ Tribal agency
- K. ☐ Other, describe: \_\_\_\_\_

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

43. How do individuals enter your first responder diversion program? *Select all that apply.*  
[Carry forward]

- A. ☐ An individual voluntarily initiates contact with a first responder agency for a treatment referral; if contact is initiated with a law enforcement agency, the individual makes the contact without fear of arrest. *(Question 45 is required)*
- B. ☐ A first responder intentionally identifies or seeks an individual(s) to refer or engage with treatment and not for the purposes of criminal investigation. *(Question 45 is required)*
- C. ☐ A first responder or program partner conducts outreach to engage an individual in linkage to treatment, specifically in response to an individual that has had a recent opioid overdose. *(Question 45 is required)*
- D. ☐ A first responder provides treatment referral/engagement during routine activities (e.g., patrol, response to service call). Note: If law enforcement is the first responder, no charges are filed or arrests made. *(Question 45 is required)*
- E. ☐ (Only applicable for law-enforcement-led diversion) The law enforcement first responder provides treatment referrals/engagement during routine activities (e.g., patrol), but the person is not booked into the justice system. Instead, the charges are held in abeyance or citations are issued that include a requirement for completion of treatment initiation or a treatment plan. *(Question 46 is required)*
- F. ☐ Other, describe: \_\_\_\_\_

44. Which individuals are identified for intervention in your program? *Select all that apply.* [Carry forward]

- A. ☐ N/A
- B. ☐ Individuals that frequent known opioid or stimulant use or overdose hot spot locations such as drug markets or transient housing
- C. ☐ Individuals who are high utilizers of health and/or justice resources
- D. ☐ Individuals who are identified through state Prescription Drug Monitoring

45. Are you using any of the following branded models? *Select all that apply.* [Carry forward]

- A. ☐ Angel/Police Assisted Addiction Recovery Initiative (PAARI)
- B. ☐ Quick Response Team (QRT)
- C. ☐ Law Enforcement Assisted Diversion (LEAD)
- D. ☐ Civil citation
- E. ☐ Safe station
- F. ☐ Other, describe: \_\_\_\_\_

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

46. What recovery support services are COSSUP grant funds supporting in whole or in part?

*Select all that apply.*

- A. ☐ The program is not providing recovery support with COSSUP funds (*Skip to question 54*)
- B. ☐ Peer support or recovery coaching
- C. ☐ Family counseling
- D. ☐ Food and nutrition assistance
- E. ☐ Housing support services
- F. ☐ Employment assistance
- G. ☐ Case management
- H. ☐ Faith-based support
- I. ☐ Vocational training
- J. ☐ Education (e.g., GED support)
- K. ☐ Family reunification services
- L. ☐ Transportation assistance
- M. ☐ Assistance with benefits applications
- N. ☐ Tribal/Cultural healing
- O. ☐ Other, describe: \_\_\_\_\_

47. Through what mechanisms are referrals to recovery support services made? *Select all that apply. [Carry forward]*

- A. ☐ Individuals receive written information (e.g., card, flyer, brochure, or handout) about treatment and/or services resources
- B. ☐ Individuals receive a written referral to a treatment and/or services provider by the program
- C. ☐ Individuals receive a treatment and/or services appointment at a specific date and time by the program
- D. ☐ Individuals receive a “warm handoff” via a personal introduction by the program to treatment/recovery/peer/case managers in real time for assessment and coordination of treatment planning
- E. ☐ Other, describe: \_\_\_\_\_

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

48. Enter the number of individuals receiving recovery support services through referrals to other agencies/community support groups or through your program. *Count the number of individuals with an SUD/OD. Family members referred to recovery support services should be counted in question 51. The cumulative total column will automatically display the count of all individuals referred to and receiving recovery support services since your program began reporting data in the PMT.*

Performance Measure		Number of People	Cumulative Total
A.	During the reporting period, how many individuals were referred to recovery support services through your program or other agencies/community support groups? <i>Report individuals only the first time they are referred.</i>		<auto fill>
B.	Of those, how many individuals received recovery support services? <i>Do not include individuals who began receiving services in a previous reporting period.</i>		<auto fill>
C.	Of those individuals that were referred to or received recovery support services, how many were identified as crime victims? <i>If your program is working with a victim services provider, provide additional information about these individuals in the Supporting Crime Victims and Child Welfare section.</i>		<auto fill>

49. For those participants receiving recovery support services during the reporting period, how many are receiving services for:

- A. Less than 30 days? \_\_  
B. 30 days or more? \_\_

50. For those participants who stopped receiving recovery support services during the reporting period, how many received services for:

- A. Less than 30 days? \_\_  
B. 30 days or more? \_\_

51. How many friends/family members of program participants were referred to recovery support services during the reporting period? \_\_\_\_\_

52. Of those (from question 51), how many were identified as crime victims?

- A. number identified as crime victims \_\_  
B. Not tracked \_\_\_\_\_

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

53. What substance abuse or co-occurring treatment services do you fund using your COSSUP funds? *Select all that apply.*

- A. ☐ The program is not providing substance abuse or co-occurring treatment services with COSSUP funds (*Skip to next section*)
- B. ☐ Outpatient substance abuse treatment
- C. ☐ Intensive outpatient substance abuse treatment
- D. ☐ Residential substance abuse treatment
- E. ☐ Partial Hospitalization Program (PHP)
- F. ☐ Inpatient withdrawal management (detoxification)
- G. ☐ MAT (*Question 54 required*)
- H. ☐ Mental health assessment and/or treatment
- I. ☐ Family therapy
- J. ☐ Trauma treatment

54. Which mat medications are offered to individuals in the program?

- A. Methadone
- B. Buprenorphine (Suboxone, Subutex)
- C. Naltrexone (Vivitrol)

55. Through what mechanisms are referrals to substance abuse or co-occurring treatment services made? *Select all that apply. [Carry forward]*

- A. ☐ Individuals receive written information (e.g., card, flyer, brochure, or handout) about treatment and/or services resources
- B. ☐ Individuals receive a written referral to a treatment and/or services provider by the program
- C. ☐ Individuals receive a treatment and/or services appointment at a specific date and time by the program
- D. ☐ Individuals receive a “warm handoff” via a personal introduction by the program to treatment/recovery/peer/case managers in real time for assessment and coordination of treatment planning
- E. ☐ Other, describe: \_\_\_\_\_



**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

56. Enter the number of individuals receiving substance abuse or co-occurring treatment services through referrals to other agencies or through your program. *The cumulative total column will automatically display the count of all individuals referred to and receiving recovery support services since your program began reporting data in the PMT.*

	<b>Performance Measure</b>	<b>Number of People</b>	<b>Cumulative Total</b>
A.	During the reporting period, how many individuals were referred to substance abuse or co-occurring treatment services through your program or other agencies you referred them to? <i>Report individuals only the first time they are referred.</i>		<auto fill>
B.	During the reporting period, how many individuals were assessed for substance abuse or co-occurring disorders? <i>Report individuals only the first time they are assessed for services.</i>		<auto fill>
C.	Of those, how many individuals received substance abuse or co- occurring treatment services? <i>Do not include individuals who began receiving services in a previous reporting period.</i>		<auto fill>

57. On average, how long does it take for an individual to begin receiving substance abuse or co-occurring treatment services after receiving a referral?

A. \_\_\_\_ Days

58. For those participants receiving substance abuse or co-occurring treatment services during the reporting period, how many received services for:

A. Less than 30 days? \_\_\_\_

B. 30 days or more? \_\_\_\_

59. For those participants who stopped receiving substance abuse or co-occurring treatment services during the reporting period, how many received services for:

A. Less than 30 days? \_\_\_\_

B. 30 days or more? \_\_\_\_

60. Since the beginning of the program, how many subsequent overdose events did program participants experience (fatal or nonfatal) in the specified periods of time following their referral into the program? *Each overdose event should be counted as a separate incident. This measure should be updated each quarter, providing the total over the life of the grant.*

A. In the first 2 weeks: \_\_\_\_ events

B. In the first month: \_\_\_\_ events

C. In the first 3 months: \_\_\_\_ events

D. In the first 6 months: \_\_\_\_ events

## Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

61. Since the beginning of the program, how many individual participants experienced subsequent overdose events (fatal or nonfatal) in the specified period of time following their referral into the program? *Each person should be counted individually. This measure should be updated each quarter, providing the total over the life of the grant.*
- A. In the first 2 weeks: \_\_ participants
  - B. In the first month: \_\_ participants
  - C. In the first 3 months: \_\_ participants
  - D. In the first 6 months: \_\_ participants
62. Indicate the number of program participants who had the specified number of contacts with their case manager during their first 30 days. *A contact could include an in-person meeting, phone call, or series of electronic messages.*
- A. 0 contacts within 30 days: \_\_ participants
  - B. 1—2 contacts within 30 days: \_\_ participants
  - C. 3—4 contacts within 30 days: \_\_ participants
  - D. 5 or more contacts within 30 days: \_\_ participants

## OPIOID AND STIMULANT DATA COLLECTION ACTIVITIES

The measures in this section are intended to gather information about enhanced data collections and analysis efforts funded with COSSUP dollars.

63. Did your COSSUP use grant funds to develop or enhance data collection and analysis? *Select Yes if you used funds to support any type of data collection including Overdose Detection Mapping Application Program (ODMAP), overdose fatality review, expedited data collection from medical examiners/coroners, etc.*
- A. Yes/No (If No, skip to next section)
64. Indicate if you used COSSUP funds to operate any of the following types of data collection and analysis during the reporting period. *Select only those programs that you are directly supporting with COSSUP funds. Select all that apply. [Carry forward]*
- A. \_\_ Implement or expand an overdose fatality review program
  - B. \_\_ Conduct rapid assessment to quickly gather data in response to a question or crisis requiring timely intervention, such as a spike in overdoses
  - C. \_\_ Conduct testing of drug paraphernalia such as syringes or glassine bags that are collected from syringe exchange programs or from public areas, where the syringe users are anonymous
  - D. \_\_ Collaborate with medical examiners or coroners to expedite access to preliminary data on suspected overdose deaths prior to forensic toxicology data
  - E. \_\_ Expedite toxicology analysis and utilize screening kits and new technology for potentially novel or counterfeit drugs
  - F. \_\_ Administer voluntary and anonymous interviews and collect urine specimens from arrestees in a booking facility or jail on a monthly or quarterly basis to assess the dimension of the local substance abuse problem

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

- G. ☐ Implement or expand the use of ODMAP
- H. ☐ Implement systems to identify infants and children exposed to parental opioid use
- I. ☐ Other, describe: \_\_\_\_\_

## SUPPORTING CRIME VICTIMS AND CHILD WELFARE

The measures in this section are intended to gather information about services provided to crime victims who have been impacted by the opioid epidemic and the reemergence of stimulant abuse (e.g., drug-endangered children, victims of child abuse or neglect, domestic violence, human trafficking, identify theft).

65. Did your COSSUP use grant funds to develop partnerships with a victim services provider(s) to assist crime victims impacted by the opioid epidemic and the reemergence of stimulant abuse? *Select Yes if you received funds to support combination of victim services (through a victim services partnership) and general substance abuse treatment and recovery support services.*
- A. Yes/No (If No, skip to next section)
  - B. If Yes, describe how grant funds are being used (e.g., how are you working in partnership to support crime victims as well as ensure access to substance abuse treatment and support):  
\_\_\_\_\_
66. Provide the name of the Victim Services Partner involved in your COSSUP. *If there has been a change in the Victim Services Partner, please update. [Carry forward]*
- A. Name of Agency: \_\_\_\_\_
67. Has there been a change to your victim services partner during the reporting period?
- A. Yes/No
  - B. If Yes, describe: \_\_\_\_\_
68. Enter the number of individuals assisted with a victim compensation application during the reporting period. *Count the number of individuals who received assistance with completing a victim compensation application during the reporting period, even if they did not submit the application. Simply providing an individual with an application does not qualify as assistance.*
- A. Number of individuals: \_\_\_\_\_
69. How many individuals (including anonymous contacts) received services from victim services provider partner(s) during the reporting period? *Count all individuals who were identified as crime victims (e.g., drug endangered children, victims of child abuse or neglect, domestic violence, sexual assault, human trafficking, identity theft) served by the victim services partner(s) during the reporting period.*

## Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

*This number should be an unduplicated count of people served during a single reporting period, regardless of the number of services they received or victimization types with which they presented.*

- A. Total number of individuals provided services .
  - B. Total number of individuals receiving services for the first time (i.e., new) *Count individuals receiving services resulting from COSSUP that received services for the first time during the reporting period. This number should be an unduplicated count of identified new clients served during a single reporting period, regardless of the number of services they received or victimization types with which they presented. \_\_\_\_*
  - C. Total number of anonymous contacts *Anonymous contacts are those received by your organization through a hotline, online chat, or other service where the individuality of each contact cannot be established. If your organization did not have any anonymous contacts enter zero (0).*
70. Select the types of services provided by the victim services provider partner(s) during the reporting period. *Select all that apply.*
- A. \_\_\_\_ Services were not provided by the victim services provider partner(s) *(Skip to next section)*
  - B. \_\_\_\_ Information and referral
  - C. \_\_\_\_ Personal advocacy/accompaniment
  - D. \_\_\_\_ Emotional support or safety services
  - E. \_\_\_\_ Shelter/Housing services
  - F. \_\_\_\_ Criminal/Civil justice system assistance
  - G. \_\_\_\_ Other services not listed, describe: \_\_\_\_\_
71. Provide the number of individuals who received services by service type and number of times each service was provided during the reporting period. *For each category (items B, C, D, E, and F) selected in question 70, enter the number of clients who received services from your agency during the reporting period. For each subcategory within a category (e.g., items A1, A2, A3, A4, etc.), enter the number of times that service was provided during the reporting period. Zero (0) is a valid response. Because some clients may receive multiple services, the total number of times that services were provided within a category may be greater than the number of clients who received those services.*

### A. Information and Referral

The number of individuals who received services in this category: \_\_\_\_

Enter the number of times services were provided in each subcategory:

- A1. Information about the criminal justice process: \_\_\_\_
- A2. Information about victim rights, how to obtain notifications, etc.: \_\_\_\_
- A3. Referral to other victim services programs: \_\_\_\_

## Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

- A4. Information about substance abuse treatment and support available to crime victims: \_\_\_\_
- A5. Referral to other services, supports, and resources (e.g., legal, medical, faith-based organizations, mentoring programs, support groups, food and housing assistance, address-confidentiality programs): \_\_\_\_
- A6. Referral to substance abuse treatment and support available to crime victims: \_\_\_\_

### B. Personal Advocacy/Accompaniment

The number of individuals who received services in this category: \_\_\_\_

Enter the number of times services were provided in each subcategory:

- B1. Victim advocacy/accompaniment to emergency medical care: \_\_\_\_
- B2. Victim advocacy/accompaniment to medical forensic exam: \_\_\_\_
- B3. Law enforcement interview advocacy/accompaniment: \_\_\_\_
- B4. Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects): \_\_\_\_
- B5. Performance of medical or nonmedical forensic exam or interview, or medical evidence collection: \_\_\_\_
- B6. Immigration assistance (e.g., special visas, continued presence application, other immigration relief): \_\_\_\_
- B7. Intervention with employer, creditor, landlord, or academic institution: \_\_\_\_
- B8. Child or dependent care assistance (includes coordination of services): \_\_\_\_
- B9. Transportation assistance (includes coordination of services): \_\_\_\_
- B10. Interpreter services: \_\_\_\_

### C. Emotional Support or Safety Services

The number of individuals who received services in this category: \_\_\_\_

Enter the number of times services were provided in each subcategory:

- C1. Crisis intervention (in-person, includes safety planning, etc.): \_\_\_\_
- C2. Hotline/crisis line counseling: \_\_\_\_
- C3. On-scene crisis response (e.g., responding to crime victims identified on overdose scenes, community crisis response): \_\_\_\_
- C4. Individual counseling: \_\_\_\_
- C5. Support groups (facilitated or peer): \_\_\_\_
- C6. Other therapy (e.g., traditional, cultural, or alternative healing; art, writing, or play therapy): \_\_\_\_
- C7. Emergency financial assistance (e.g., emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic medications, durable medical equipment): \_\_\_\_

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

### D. Shelter/Housing Services

The number of individuals who received services in this category: \_\_\_\_\_

Enter the number of times services were provided in each subcategory:

D1. Emergency shelter or safe house: \_\_\_\_

D2. Transitional housing: \_\_\_\_

D3. Relocation assistance (includes assistance with obtaining housing): \_\_\_\_

### E. Criminal/Civil Justice System Assistance

The number of individuals who received services in this category: \_\_\_\_\_

Enter the number of times services were provided in each subcategory:

E1. Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release): \_\_\_\_

E2. Victim impact statement assistance: \_\_\_\_

E3. Assistance with restitution (includes assistance in requesting and when collection efforts are not successful): \_\_\_\_

E4. Civil legal assistance in obtaining protection or restraining order: \_\_\_\_

E5. Civil legal assistance with family law issues (e.g., custody, visitation, support): \_\_\_\_

E6. Other emergency justice-related assistance: \_\_\_\_

E7. Immigration assistance (e.g., special visas, continued presence applications, other immigration relief): \_\_\_\_

E8. Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness): \_\_\_\_

E9. Law enforcement interview advocacy/accompaniment: \_\_\_\_

E10. Criminal advocacy/accompaniment: \_\_\_\_

E11. Other legal advice and/or counsel: \_\_\_\_

## CLOSEOUT QUESTIONS

72. Does your site plan to sustain program funding after BJA funds have been expended?

A. Yes

B. No, we do not need additional funding to continue (*Skip to question 74*)

Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

73. Indicate if you have applied for or received sustained funding from the following sources:

Funding Source	N/A	Have Applied for Funding	Have Secured Funding
Locality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Federal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private funding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Other, explain:			

74. Since the beginning of your program, has it demonstrated a measurable impact on the problem of focus? *When answering this question, consider your target population and/or implementation design and analysis findings to this point. If applicable, consult with the researcher/analyst when answering this question.*

- A. Yes, positive impact
- B. Yes, negative impact
- C. No measurable impact *(Skip to next section)*
- D. Not yet measured *(Skip to next section)*

75. Describe the impact your program has had, using specific data such as percentages and raw number increases or decreases, in reducing the incidence of opioid or stimulant overdoses, where possible. *If your program was funded to enhance partnerships with victim services and child welfare, describe the impact the project had on identifying crime victims.*

---



---



## GOALS AND OBJECTIVES QUESTIONS

This section should be completed in January and July by all grantees that had any activity during the reporting period, or at the close of the grant, based on the previous or next 6 months.

1. Identify the goal(s) you hope to achieve with your funding. *If you have multiple goals, report on each goal separately (one at a time) and repeat questions 1—4 for each goal.*  
\_\_\_\_\_
2. What is the current status of this goal?
  - A. ☐ Not yet started
  - B. ☐ In progress
  - C. ☐ Delayed
  - D. ☐ Completed
  - E. ☐ Goal no longer applicable
3. During the past 6 months, describe any progress you made or barriers you encountered related to this goal:  
\_\_\_\_\_  
\_\_\_\_\_
4. In the next 6 months, what major activities are planned for this goal?  
\_\_\_\_\_  
\_\_\_\_\_

*Answer the following questions based on your overall activity during the previous months.*

5. Did you receive or do you desire any assistance from BJA or a BJA-funded technical assistance provider?
  - A. Yes, we received assistance (describe below)
  - B. Yes, we would like assistance or additional assistance (describe below)
  - C. No  
\_\_\_\_\_  
\_\_\_\_\_
6. BJA likes to showcase grantees who are working on successful, innovative, and/or evidence-based programs. Do you have any noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase?
  - D. Yes (share your story below and at <https://www.bja.gov/SuccessStoryList.aspx>)
  - E. No  
\_\_\_\_\_  
\_\_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

**THANK YOU FOR PARTICIPATING!**

REVISED MAY 2023

The performance measure questions presented here are preliminary and may be subject to revision.

This document is only to be used for planning and data collection purposes.

All grantees must enter their data in the JustGrants System upon award acceptance.

## **ATTACHMENT 8: STANDARD OF CARE**

### **1. Purpose**

To provide evidence-based substance use treatment to participants both in custody and in the community who are identified with a substance use disorder. Standard of care for participants with opioid use disorder (OUD) and alcohol use disorder (AUD) must include a full medications for opioid use disorder (MOUD) and medications for alcohol use disorder (MAUD) program with the following elements: an OUD/AUD screening, discussion of MOUD/MAUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal or continuation of MOUD/MAUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD/MAUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

Health Equity - This project also intends to address inequities in SUD treatment and recovery services by providing medically necessary treatment for SUD to incarcerated individuals. The program should understand cultural barriers and provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the program. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

The Contractor shall ensure funds are responsibly used towards the jail or prison based program and provide the standard of care core components which include:

### **2. General Standards**

- 2.1. 2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder;
- 2.2. Guidelines for Managing Substance Withdrawal in Jails; and
- 2.3. For AI/AN program participant receiving MOUD/MAUD Services, the Contractor's Tribal Liaison, or designee, shall coordinate with the program participant's Indian Health Care Provider (IHCP) to ensure the IHCP can participate in treatment and discharge planning, including continuity of care in the nearest IHCP clinically appropriate setting for all AI/AN program participant.

### **3. Intake**

- 3.1. Continue MOUD and MAUD for individuals who are already taking these medications upon entering the facility.
- 3.2. Continue the individual on the same medication at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the individual's medical record) with the exceptions listed below:
  - 3.2.1. Injectable long-acting naltrexone may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.

- 3.2.2. Injectable long-acting buprenorphine may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.
- 3.2.3. Oral buprenorphine may be converted among the three formulations (film, tablet with naloxone, tablet without naloxone).
- 3.2.4. If the individual is not pregnant, methadone may be transitioned to buprenorphine if the jail is not a licensed Opioid Treatment Program (OTP) and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.
- 3.2.5. Though MOUD/MAUD may not be discontinued on a policy or administrative basis because of the presence of other illicit or controlled substances, administration of the community-based MOUD or MAUD may be adjusted if clinically necessary due to pharmacologic risks of drug-drug interaction.
- 3.3. Screen all newly admitted individuals for risk of acute withdrawal from opioids and alcohol upon intake.
- 3.4. Screen for OUD and AUD without physical dependence (i.e. without a risk of acute withdrawal) after intake, as long as the delay does not impair the ability to begin treatment prior to release.
- 3.5. Offer initiation of MOUD treatment to individuals who are physically dependent on opioids.
- 3.6. Educate individuals on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release.
- 3.7. Make available and offer treatment using some formulation of methadone, buprenorphine, and naltrexone based on a mutually agreed-upon plan between the prescriber and the individual, with the following exceptions or caveats:
  - 3.7.1. The jail may decline to offer methadone if the jail is not a licensed OTP, and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.
  - 3.7.2. If there is no available buprenorphine provider in the community to which the individual will release, the Jail must still offer buprenorphine (tapered over several days) if opioid withdrawal is clinically indicated.
  - 3.7.3. If withdrawal is not clinically indicated and the only reason for considering discontinuation of buprenorphine is the lack of an available buprenorphine provider in the community to which the individual will release, a decision whether or not – or when – to discontinue buprenorphine prior to release should be made based on a plan mutually agreed -upon between the individual and the prescriber based on the length of time the individual is expected to remain in the jail, the risks of opioid misuse or overdose during the incarceration, and the individual's willingness to receive a dose of an extended release injectable buprenorphine just prior to release that will provide the individual a safe tapered withdrawal in the community if no provider is available.
  - 3.7.4. Provide naltrexone in oral formulation while the individual is incarcerated. Offer injectable long-acting naltrexone or buprenorphine as an option prior to release.

- 3.7.5. Offer oral buprenorphine without naloxone while the individual is incarcerated but must discharge the individual on a formulation of buprenorphine with naloxone unless there is a clinical reason not to do so (e.g., the individual is discharged on injectable buprenorphine, the individual is allergic to naloxone).
- 3.8. Contractor shall not facilitate forced opioid withdrawal (including withdrawal using a tapering dose of buprenorphine or methadone) unless the individual provides an informed refusal of treatment or the individual elects MOUD treatment with naltrexone, in which case withdrawal is clinically required.
  - 3.8.1. In such case, Contractor may use other medications (clonidine, anti-emetics, anti-diarrheal, analgesics) in place of buprenorphine or methadone if the individual so chooses or as adjuncts to these medications, but they may not be the only withdrawal treatment available.
  - 3.8.2. Initiation of buprenorphine or methadone, whether for induction of treatment or for withdrawal, may not be delayed for administrative reasons, e.g., unavailability of a prescriber, beyond when they are clinically indicated to be started.
  - 3.8.3. Offer treatment for withdrawal with benzodiazepines to individuals entering the facility who are physically dependent on alcohol, if clinically appropriate.
  - 3.8.4. Provide immediate evaluation to individuals at risk for, or in, opioid or alcohol withdrawal who refuse treatment by a medical or mental health prescriber or a licensed mental health professional at the masters' level or higher, to determine if they have decision-making capacity. If they do not, they must be transported to a community hospital and may not return to the jail until they are clinically safe to return to the jails AND have regained decision-making capacity.

#### **4. During Incarceration**

- 4.1. Offer initiation of MOUD/MAUD to individuals with OUD/AUD not already identified and/or offered treatment at intake (e.g., individuals with OUD but without physical dependence; individuals with AUD who underwent withdrawal).
- 4.2. Educate individuals on treatment choices and the process for continuation of access to MOUD/MAUD, during incarceration, and upon release.
- 4.3. Administer methadone and buprenorphine daily or more frequently.
- 4.4. Contractor shall not use alternate-day ("Balloon") dosing of buprenorphine.
- 4.5. Offer counseling to individuals for their OUD and/or AUD disorder who are expected to remain in jail for longer than one month.
- 4.6. Provide MOUD/MAUD not contingent on the individual's willingness to participate in counseling.

## 5. Release

- 5.1. The Jail must accomplish the following prior to release: 3.4.1. Complete release planning and reentry coordination as soon as possible after admission to ensure an effective plan is in place prior to release or in the event of an unexpected release of an individual who needs continued treatment and services.
- 5.2. Provide at least two (2) doses of naloxone (e.g., Narcan®) or nalmefene (Opvee®) and training on how to administer the medications to all individuals with OUD.
- 5.3. Schedule the first community appointment with a treatment facility for continuation of MOUD or MAUD.
- 5.4. Provide-in hand, upon release, and at no cost to the individual-sufficient doses of MOUD and/or MAUD to bridge individual until scheduled MOUD/MAUD follow-up appointment at community treatment facility (does not apply to individuals treated with injectable MOUD/MAUD).
  - 5.4.1. Inform individuals who are at risk of being released directly from court, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home;
  - 5.4.2. In situations where an appointment cannot be made, e.g., after-hours bail-out, give the individual enough medication to last until the next available appointment at the community treatment facility. If the appointment date is unknown, give individual a minimum of a 30-day supply;
  - 5.4.3. In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail:
  - 5.4.4. Inform the individual that they may either return to the jail in the morning to receive bridge medications; or
  - 5.4.5. If no medical staff are present the following day, call in a prescription for the same bridging medication to a local pharmacy, at no cost to the individual.
- 5.5. Assist Medicaid-eligible individuals to sign-up with Medicaid or assist individuals whose Medicaid coverage has been terminated to reestablish coverage.
- 5.6. For any individual with Medicaid coverage, work cooperatively with the individual's Managed Care Organizations (MCO) to facilitate re-entry, including but not limited to allowing the MCO's agent timely access to the facility and the individual.

