

**WASHINGTON ASSOCIATION OF SHERIFFS &
POLICE CHIEFS CONTRACT SPECIFIC TERMS
AND CONDITIONS
MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the REDMOND POLICE DEPARTMENT (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission, through the 2019 State Supplemental Operating Budget (funding period of July 1, 2019 through June 30, 2020).

SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK.

SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents, and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the Budget Worksheet Sheet.

WASPC may approve or deny the request at its sole discretion.

PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 8 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the OpenLattice Application. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency. The CONTRACTOR shall execute the OpenLattice App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and OpenLattice.

REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

REPORT DUE DATES

1. Monthly Progress Report. The 10th of the month following the previous month in which funded activities were performed.
2. Semi-annual Assessment Report. The 10th of the month following the six month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 8 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

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 the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events.
5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds 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 being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to

eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

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

10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).

11. The CONTRACTOR acknowledges that sub-awards are not authorized.

12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

13. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R. Part 200 and State and local law.

ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2019-001 CONTRACT Face Sheet
2. Project Narrative, Project Timeline and Budget Worksheet (STATEMENT OF WORK)
3. Contract Specific Terms and Conditions

4. Contract General Terms and Conditions

ORDER OF PRECEDENCE

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2019-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions
5. CONTRACT General Terms and Conditions

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