

**INTERLOCAL AGREEMENT FOR SERVICES  
BETWEEN**

**CLARK COUNTY, District Court,**

PO Box 9806, Vancouver, Washington 98666-8806

AND

**Washington State University,**

Office of Grant and Research Development, Neill Hall 423, Pullman, WA 99164-3140

**Program/Services Being Funded:                      Veterans Therapeutic Court Evaluation Services**

Interlocal Contract Period:                      February 1, 2011 – December 31, 2013

Budget Authority:                                      not to exceed \$12,000

WSU Contract Manager	WSU Fiscal Contact	County Contract Manager	County Fiscal Contact
Peggy Bowe, CRA Grant and Contract Administrator (360) 546-9486 margaret_bowe@vancouver. wsu.edu	Peggy Bowe, CRA Grant and Contract Administrator (360) 546-9486 margaret_bowe@vancouve r.wsu.edu	Tim Podhora, Finance Mgr. (360) 397-2424 ext. 5643 Tim.Podhora@clark.wa.go v	Steffanie Haythornthwaite Grant Accounting Spec. P.O. BOX 9806 Vancouver WA 98666-8806 (360) 397-2424 ext 5645 Steffanie.Haythornthwaite@cl ark.wa.gov <u>Invoice Address</u>

This Interlocal Agreement consists of this face sheet and the following exhibits which are incorporated into this Agreement by reference:

- Exhibit A - Special Terms and Conditions
- Exhibit B - Current edition of the Office of Justice Programs (OJP) Financial Guide
- Exhibit C - Bureau of Justice Assistance Special Conditions for project #2010-DC-BX-0097
- Exhibit D – Scope of Work for Assessing Effectiveness
- Exhibit E – Fee Schedule for Assessing Effectiveness

**EXHIBIT A**  
**SPECIAL TERMS AND CONDITIONS**

**1. PURPOSE AND BACKGROUND**

- A. The purpose of this Agreement is to reduce to writing the terms and conditions required for procurement of the assessment services necessary to determine the effectiveness of the implementation and operation of Clark County's Veterans Therapeutic Treatment Court.
- B. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between and among Clark County, Washington, a political subdivision of the State of Washington, ("the County") and Washington State University, an institution of higher education and an agency of the state of Washington ("the Contractor").
- C. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose and Background). Its duration is as specified in Section 2. (Duration of Agreement). Its method of termination is set forth in Section 3 (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6 (Compensation) and Section 7 (Billing Method and Payment Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- D. Clark County by and through its District Court, (hereinafter referenced collectively as "County") received authority from the Clark County Board of Commissioners to apply for a grant from the U.S. Department of Justice's, Office of Justice Programs, Bureau of Justice Assistance (BJA) from solicitation #BJA-2010-2448, on February 9, 2010 in County staff report # 25-10. The County made a timely grant application submission for the purpose of implementing a Veterans Therapeutic Treatment Court. On September 3, 2010, the BJA issued grant award #2010-DC-BX-0097. The County submitted its formal acceptance of grant award #2010-DC-BX-0097 on September 16, 2010. The grant's project is supported under 42 U.S.C. 3797u(a) (BJA - Drug Courts) and the official project title is: Implementation of a Veterans Therapeutic Court.
- E. The Contractor has the requisite expertise to provide evaluation and assessment services to determine the effectiveness of the Drug Court Model for Veterans. The County does not have staff available to provide such services itself. The County wishes to procure an evaluation of the grant's project from an independent source.
- F. The Contractor for its participation in the grant project of award #2010-DC-BX-0097 agrees to execute or otherwise carry out a work plan as described herein in the attached Exhibit "D" - Clark County Veterans Court Work Plan (Scope of Work).
- G. The parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to other parties.

## **2. TERM OF AGREEMENT**

The term of this Agreement is for the period from February 1, 2011 through December 31, 2013.

## **3. TERMINATION OF AGREEMENT**

- A. Termination for Convenience. This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by County, County shall pay all reasonable costs and non-cancelable obligations incurred by Contractor as of the date of termination.
- B. Termination for Cause. In the event either party shall commit any material breach of or default in any terms or conditions of this Agreement, and also shall fail to remedy such default or breach within sixty (60) days after receipt of written notice thereof, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to that effect. Termination shall be effective as of the day of receipt of such notice.

## **4. THE COUNTY AGREES TO:**

Facilitate the Contractor's access to court case processing information coming from the District Court's Judicial Information System's (JIS) database and the treatment court specific Loryx (by Monitor.net) database system as well as any possible client risk/needs assessment data from the Orbis Partners Inc, CaseWorks (SPIn module). Pursuant to the narrative in Exhibit "D" the information from these databases will be used by the Contractor to chart basic demographic, criminogenic risk factors, criminal case information and how clients move in between phases of the program; as well as any sanctions (or incentives) they receive during the course of the program and recidivism.

## **5. THE CONTRACTOR AGREES TO:**

- A. Execute or otherwise carry out a work plan as described herein with the attached Exhibit "D" - Clark County Veterans Court Work Plan (Scope of Work). Generally, to collaborate with the County's grant program management to provide professional evaluation services, and to perform those services more particularly as they are set out in the attached Scope of Work. If pursuant to EXHIBIT "C" Special Condition #19 the BJA does not approve the evaluation plan as submitted to them in the form of EXHIBIT "D", then the Contractor will collaborate with the County and BJA to the fullest extent practicable to arrive at an evaluation plan that is acceptable to BJA.
- B. Deliver a final evaluation report to the County no later than December 31, 2013.

## **6. COMPENSATION**

- A. The County shall pay the Contractor for performing evaluation and assessment services as described within EXHIBIT "D" - Scope of Work for Assessing Effectiveness upon receipt of a written invoice. The Contractor shall provide said

evaluation and assessment services according to the schedule described in EXHIBIT "E" - Fee Schedule for Assessing Effectiveness.

- B. Payments are due to the Contractor within forty-five (45) days from the Contractor's invoice date.
- C. Value of Compensation. The parties mutually agree that in no event shall the total amount of billing exceed \$12,000.00 without prior written approval of the County.

## **7. BILLING METHOD AND PAYMENT PROCESS**

- A. To facilitate proper management of grant funding, the Contractor will submit periodic invoices for work performed on a basis which is not more frequent than monthly. For billing purposes, the Contractor may use the standard WSU university invoice. For timely payment processing, the Contractor's invoice must cite or reference the grant award #2010-DC-BX-0097.
- B. Payments are due to the Contractor within forty-five (45) days from the Contractor's invoice date. Checks should be made payable to Washington State University and sent to:

Washington State University  
Attn: Cashiers Office / SPS  
342 French Administration Building  
PO Box 641039,  
Pullman, WA 99164-1039

## **8. AGREEMENT ADMINISTRATION AND COMMUNICATIONS**

The contract managers and fiscal contacts designated by the County and the Contractor shall administer this Agreement. The initial contract managers and fiscal contacts are specified on the face sheet of this Agreement. If different contract managers or fiscal agents are named by the parties during the term of this Agreement, the County and the Contractor shall provide notice of such change at minimum in the manner prescribed in Section 16 of this Agreement. The designated contract managers and fiscal managers shall monitor service levels and budget provisions of this Agreement. During the term of this Agreement, the respective contract managers and fiscal managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

## **9. DISPUTE RESOLUTION AND CONFLICT OF INTEREST**

- A. In the event of a dispute between the parties regarding the delivery of services under this Agreement, which cannot be resolved by their respective contract managers, the County's District Court Administrator and the Contractor's, WSU Vancouver Chancellor, or their designated representatives shall review such dispute and options for resolution.

- B. Any dispute not resolved by the representatives shall be referred to the County's District Court Presiding Judge and the Contractor's Director of the Office of Grant and Research Development, whose decision regarding the dispute shall be final as between the parties.
- C. The parties may agree to mediation at any time if they all consent in writing and agree to share expenses equally.
- D. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

#### **10. INDEPENDENT CONTRACTOR AND EMPLOYMENT STANDARDS**

- A. The Contractor is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Contractor and the County or between any of employees of the County or Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.
- B. The Contractor shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by the Contractor pursuant to this Agreement. Nothing in this Agreement shall make any employee of any of the parties an employee of any other party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.
- C. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees.
- D. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
- E. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

## 11. HOLD HARMLESS/INDEMNIFICATION

A. Each PARTY to this AGREEMENT shall, to the extent permitted by law, indemnify and hold the other harmless for any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents in the performance of this AGREEMENT. No party to this AGREEMENT shall be responsible for the acts and omissions of those not a party to this AGREEMENT.

B. COMPARATIVE NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the comparative negligence of any of the parties, the costs, fees and expenses in connection therewith shall be shared between the parties in proportion to their relative degrees of negligence.

C. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

## 12. ASSIGNMENT/SUBCONTRACTING

No party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other parties. The Contractor shall not subcontract for the provision of any services it is to provide under this Agreement without the prior written consent of the County.

## 13. NO THIRD PARTY BENEFICIARY

The parties do not intend by this Agreement to assume any contractual obligations to anyone other than one another. The parties do not intend that there be any third-party beneficiary to this Agreement. This Agreement shall not create any rights in any party not a signatory hereto.

## 14. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

### To Contractor:

#### CONTRACTUAL ISSUES

Peggy Bowe, CRA

WSU Vancouver

14204 NE Salmon Creek Avenue

Vancouver, WA 98686

#### OPERATIONAL ISSUES

Laurie A. Drapela, Ph.D.

WSU Vancouver

14204 NE Salmon Creek Avenue

Vancouver, WA 98686

**To the County:**

**CONTRACTUAL ISSUES**

Clark County District Court  
Attention: Tim Podhora  
P.O. BOX 9806  
Vancouver, Washington 98666-8806

**OPERATIONAL ISSUES**

Clark County District Court  
Attention: Shauna McCloskey  
P.O. BOX 9806  
Vancouver, Washington 98666-8806

The name and address to which notices shall be directed may be changed by any party by giving the other parties notice of such change as provided in this section.

**15. WAIVER**

No waiver by any party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**16. AMENDMENT AND CHANGES**

- A. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the parties. Any notice between the parties will conform with section 14.
- B. Changes. The County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

**17. COMPLIANCE WITH LAW**

All parties shall comply with all laws applicable to the implementation of this Agreement as provided by federal, state or local law or regulation. This agreement shall be governed by the laws of the State of Washington.

**18. RATIFICATION**

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

## **19. DOCUMENT EXECUTION AND RCW 39.34 COMPLIANCE**

The parties agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and the Contractor. Upon execution, one executed original of this Agreement shall be retained by each party. The County shall cause a copy of this Agreement to be posted on County website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the County's website, each such duplicate original shall constitute an agreement binding upon all parties.

## **20. SEVERABILITY**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

## **21. ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary. The parties do not intend to create any obligations express or implied other than those set out in this Agreement.

**EXHIBIT B**

**Current edition of the Office of Justice Programs (OJP) Financial Guide**

**[http://www.ojp.usdoj.gov/financialguide/09 financial guide.pdf](http://www.ojp.usdoj.gov/financialguide/09_financial_guide.pdf)**

**EXHIBIT C**

**Bureau of Justice Assistance Special Conditions for project #2010-DC-BX-0097**

**EXHIBIT D**

**Scope of Work for Assessing Effectiveness**

**EXHIBIT E**

**Fee Schedule for Assessing Effectiveness**

SIGNATURE PAGE

Clark County, by and through its District Court, hereinafter referred to as the "County," and Washington State University, an institution of higher education and an agency of the state of Washington, hereinafter referred to as "Contractor," enter into this Interlocal Agreement by signing below:

FOR CLARK COUNTY:

*Bill Barron*  
Bill Barron, County Administrator

5/9/11  
Date

FOR WASHINGTON STATE UNIVERSITY:

*Justice Bolder 4-29-11*  
for Dan Nordquist, Director OGRD

Authorized Institutional Official  
Washington State University, Office of  
Grant and Research Development  
Neill Hall 423, Pullman, WA 99164-3140

\_\_\_\_\_  
Date

FOR CLARK COUNTY DISTRICT COURT:

*John R. [Signature]*  
Presiding Judge

5/12/11  
Date

Approved as to Form:

By: *Lawrence Watters*  
Lawrence Watters

Deputy Prosecuting Attorney



Department of Justice  
Office of Justice Programs

EXHIBIT C

Office of the Assistant Attorney General

Washington, D.C. 20531

September 3, 2010

Chairman Mark Boldt  
Clark County  
1300 Franklin Street  
P.O. Box 5000  
Vancouver, WA 98666-5000

Dear Chairman Boldt:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 10 Adult Drug Court Discretionary Grant Program: Implementation in the amount of \$350,000 for Clark County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kerri Vitalo Logan, Program Manager at (202) 353-9074; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Robinson".

Laurie Robinson  
Assistant Attorney General

Enclosures



**Department of Justice**  
Office of Justice Programs  
Office for Civil Rights

Washington, D.C. 20531

September 3, 2010

Chairman Mark Boldt  
Clark County  
1300 Franklin Street  
P.O. Box 5000  
Vancouver, WA 98666-5000

Dear Chairman Boldt:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

## Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

## Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

### 1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

### 2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

## Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO Plan, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 4

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Clark County 1300 Franklin Street P.O. Box 5000 Vancouver, WA 98666-5000		4. AWARD NUMBER: 2010-DC-BX-0097	
		5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2013 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2013	
1A. GRANTEE IRS/VENDOR NO. 916001323		6. AWARD DATE 09/03/2010	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Implementation of a Veterans Therapeutic Court		10. AMOUNT OF THIS AWARD \$ 350,000	
		11. TOTAL AWARD \$ 350,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3797u(a) (BJA - Drug Courts)			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mark Boldt Chairman, Board of Commissioners	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DC 80 00 00 350000		21. JDCUGT3082	

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

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



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 4

PROJECT NUMBER 2010-DC-BX-0097

AWARD DATE 09/03/2010

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal 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 prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 3 OF 4

PROJECT NUMBER 2010-DC-BX-0097

AWARD DATE 09/03/2010

*SPECIAL CONDITIONS*

8. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
9. Recipient agrees to submit a written strategy describing the jurisdiction's plan for sustaining the drug court program after Federal financial assistance has ended. The sustainability plan must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.
10. Recipient agrees to develop and maintain a Drug Court Policies and Procedures manual for program operation. The Policies and Procedures manual must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.
11. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
12. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2010-DC-BX-0097 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the 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 SMART Office, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
13. 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 special 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).



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2010-DC-BX-0097

AWARD DATE 09/03/2010

*SPECIAL CONDITIONS*

14. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
15. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
16. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
17. 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.
18. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
19. Recipient agrees to submit an evaluation plan and/or management information system (MIS) plan for review and approval within 180 days from the date of acceptance of this award. The recipient agrees to submit finalized evaluation report(s) to the Bureau of Justice Assistance prior to the end of the grant period.
20. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



**Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for Clark County

The purpose of the Drug Court Discretionary Grant Program is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug treatment courts that effectively integrate substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over nonviolent, substance-abusing offenders.

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

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

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

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

**Grant**

PROJECT NUMBER  
2010-DC-BX-0097

PAGE 1 OF 1

This project is supported under 42 U.S.C. 3797u(a) (BJA - Drug Courts)

1. STAFF CONTACT (Name & telephone number)

Kerri Vitalo Logan  
(202) 353-9074

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

Tim Podhora  
Department Finance Manager  
P.O. Box 9806  
Vancouver, WA 98666-8806  
(360) 397-6119 ext.5643

3a. TITLE OF THE PROGRAM

BJA FY 10 Adult Drug Court Discretionary Grant Program: Implementation

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Implementation of a Veterans Therapeutic Court

5. NAME & ADDRESS OF GRANTEE

Clark County  
1300 Franklin Street P.O. Box 5000  
Vancouver, WA 98666-5000

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2013

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2013

9. AMOUNT OF AWARD

\$ 350,000

10. DATE OF AWARD

09/03/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

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

The purpose of the Drug Court Discretionary Grant Program (42 U.S.C. 3797u et seq.) is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug treatment courts that effectively integrate substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over nonviolent, substance-abusing offenders. The FY 2010 Adult Drug Court Discretionary Grant Program will provide grant funds to jurisdictions to implement or enhance a local drug court or to improve, enhance, expand, or financial support drug court services statewide.

Clark County will use the grant funds to implement a Veterans Therapeutic Court to assist non-violent misdemeanor offenders who have served in the armed forces of the United States with a coordinated substance abuse and/or co-occurring treatment strategy to help in successful reintegration into the community. By creating a Veterans Therapeutic Court, the goal is to divert identified veteran offenders into a judicially monitored hybrid drug and mental health court program by

offering a comprehensive system of care which promotes public safety, sobriety, and reducing recidivism. With partnerships of state and federal departments of Veterans Affairs and other local veterans' organizations, the county will achieve their goals in helping this underserved population get the treatment, education, housing, and ancillary recovery services needed for long-term stability and reallocate resources in order to reduce overall costs within the county's criminal justice system. The grant funds will assist with the expense of drug court operational staff for prosecution, defense, judicial assistance, and para-professional program support staff necessary to create a separate court calendar for a Veterans Therapeutic Court including overtime pay for law enforcement accompaniment for field visits. The grant will offset the travel and registration expense to attend nationally sponsored drug court trainings, office supplies, and a professional services contract for program process and performance evaluation.

CA/NCF

Laurie A. Drapela, Ph.D.  
Associate Professor of Criminal Justice

**EXHIBIT "D"**

Washington State University Vancouver

November 1, 2010

*Scope of Work for Assessing the Effectiveness of the Drug Court Model for Veterans:*

*The Clark County Veterans Court*

This evaluation will provide important research to Clark County, Washington; Washington State University; and the general research literature on drug courts. Drug courts are a part of the criminal justice system that combines therapeutic outreach services to offenders with the supervision and sanctioning power of a criminal court. These courts were invented about twenty years ago, when Miami/Dade County criminal courts were experiencing a significant increase in the number of drug cases coming into the local court system. This jurisdiction invented a court where the docket was composed exclusively of offenders with alcohol/drug charges or whose current criminal charge was materially related to their substance abusing behavior. Offenders on a drug court docket are allowed to remain free in the community while they attend court-mandated substance abuse treatment. Compliance with the mandates of the court is achieved through regular court appearances and random urinary analysis testing. Over time, the model has been applied in jurisdictions all over the country and the weight of the research evidence from these courts is that they significantly reduce criminal recidivism.

The current intervention under study is a court using the drug court model (hence the Department of Justice funding) but applied exclusively to persons who have military

service backgrounds and are eligible for Veterans Administration benefits. With so many service men and women returning from theatre in Iraq and Afghanistan, as well the general realization that Veterans are a distinct group of individuals who may have multiple needs for services (e.g., trauma-related counseling as well as alcohol and/or drug treatment), a court specially for Veterans seems warranted. In September 2010, Clark County District Court was awarded a three-year Drug Court implementation grant from the Department of Justice to start a Veteran's Court (VetCO). Currently, there are approximately 40 of these courts around the nation. The VetCO team anticipates beginning service to clients no later than January 2011.

The primary research question under study is: "Does the Veteran's Court significantly decrease the incidence of law-violating and substance-abusing behaviors among program graduates?" In order to answer this question, court participants will be tracked, data will be collected on program-related outcomes, and program graduates will be compared to a distinct sample of individuals to assess program graduates' relative incidence of post-program law-violating and substance-abusing behaviors. Among program participants, court oversight will be provided by the Clark County District Court (District Court) and substance abuse/mental health treatment will be provided by the U.S. Veterans Administration (VA).

### ***Research Samples and Methodology:***

The primary data collection strategy for the evaluation will be to use data that are already in existence in various databases at Veterans Administration and Clark County District Court. For example, the substance abuse and/or mental health treatment data will come from the Veteran's Administration Service Network (VISN)'s Consumer Health Information and Performance Set (CHIPS) as well as the Substance Abuse Treatment Program module (SATP). The Court processing information will come from both the District Court's Judicial Information System's (JIS) database and the treatment court specific Loryx (by Monitor.net) database system. Information from these databases can be used to chart basic demographic, criminogenic risk factors, criminal case information and how clients move in between phases of the program; as well as any sanctions (or incentives) they receive during the course of the program and recidivism. Information about criminal history, if needed, will come from Washington State Institute for Public Policy (WSIPP). Resources and time permitting, additional information about VetCO clients' decisions to opt-in the program as well as their post-program aftercare and mentoring experiences will be compiled and included in deliverables.

The success of any specialty court program is always a relative assessment between the court's graduates and another group of individuals. The rigor of that relative assessment is a function of the comparison group's composition. Given that this is a court setting in which offenders must opt-in, random assignment to treatment and control groups is highly unlikely. Thus, a matched set of comparison subjects will be used to assess the effectiveness of the VetCO, relative to a similar group of individuals who did not participate in VetCO. The comparison group will be composed of individuals who are as similar to the graduates as possible, but whom did not have an opportunity to

participate in such a program. This comparison group will allow us to control for motivation to obtain and complete treatment.

The logic here is as follows: individuals who opt-in to treatment are likely to be more motivated to succeed at getting clean and sober than individuals who have the opportunity to engage in treatment, but decline that opportunity. Thus, using VetCO referred individuals who decline to participate in the court (or worse yet, drop out of the court after agreeing to participate) as a comparison group is methodologically inappropriate, due to their (likely) lower levels of motivation to remain drug and crime free, relative to program graduates. Selecting a comparison group of individuals who are very similar to VetCO program graduates, but whom did not have an opportunity to participate in a VetCO program, alleviates the motivation bias inherent in the above comparison.

***Expected Products and Timelines:***

Expected products for this outcome evaluation are three reports: 1) a process evaluation; 2) a mid-evaluation report; and 3) a final evaluation report. The process evaluation will be devoted to describing the kinds of individuals who are eligible for VetCO, who are referred for VetCO, and who actually opt-in to VetCO. Another focus of the process evaluation will be the continuity of services offered to participants at the VA and the District Court. Treatment will be provided by the VA, but case management will be done through the Court as well as the treatment provider. The process evaluation will identify any gaps or discontinuity in service, so the entities involved in the court can make adjustments in a timely fashion. The outcome evaluations (the mid-point and final evaluations) will identify the differences between program graduates and non-graduates,

describe the time-to-program completion covariates, identify graduation rates, aftercare engagement rates, and discuss differences in relapse and law-violating behavior among these graduates, relative to a comparison group. The process evaluation will be produced approximately six to seven months after the VetCO has clients engaging in treatment. The mid-point evaluation will be produced approximately one year after the process evaluation is completed. The final evaluation will be produced around the end of the three-year grant period.

Laurie A. Drapela, Ph.D.  
Associate Professor of Criminal Justice

**EXHIBIT "E"**

Washington State University Vancouver

*Fee Schedule for Assessing the Effectiveness of the Drug Court Model for Veterans: The Clark*

*County Veterans Court*

	YEAR ONE	YEAR TWO	YEAR THREE	TOTAL
Drapela				
Salary/Benefits	\$2,381	\$4,762	\$2,381	\$9,524
Indirect Cost (26%)	619	1,238	619	2,476
<b>TOTAL</b>	<b>\$3,000</b>	<b>\$6,000</b>	<b>\$3,000</b>	<b>\$12,000</b>