

## CONTRACT AMENDMENT A

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and Agape Unlimited, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-650-21, and executed on February 14, 2022, shall be amended as follows:

1. Increase childcare budget by \$13,000 from \$70,000 to \$83,000.
2. **Attachment C: Budget** is deleted entirely and replaced as attached.
3. **Attachment C-1: Statement of Work** is deleted entirely and replaced as attached.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Program Lead, Salish Behavioral Health Administrative Services Organization  
Kitsap County Department of Human Services  
614 Division Street, MS-23  
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

4. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective July 1, 2022.

Dated this 1<sup>st</sup> day of August, 2022.

SALISH BEHAVIORAL HEALTH  
ADMINISTRATIVE SERVICES  
ORGANIZATION, By  
KITSAP COUNTY BOARD OF  
COMMISSIONERS, Its Administrative  
Entity

Edward E. Wolfe  
Edward E. Wolfe, Chair

Charlotte Garrido  
Charlotte Garrido, Commissioner

Robert Gelder  
Robert Gelder, Commissioner

DATE August 22, 2022

ATTEST  
Dana Daniels  
Dana Daniels, Clerk of the Board

CONTRACTOR:  
Agape Unlimited

Sara Marez-Fields  
Name: Sara Marez-Fields

Title: Executive Director

Alison Fong  
Name: ~~Kirsten Erceg~~ Alison Fong

Title: Board President

I attest that I have the authority to sign  
this contract on behalf of Agape  
Unlimited

8/1/22  
DATE



## **ATTACHMENT B-4: Statement of Work- Criminal Justice Treatment Account (CJTA)**

1. In RSAs where funding is provided, the Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA in accordance with RCW 71.24.580 and RCW 2.30.030. CJTA funds must be clearly documented and reported in accordance with section 9.3.1.8.
2. The Contractor shall implement any local CJTA plans developed by the CJTA panel and approved by HCA and/or the CJTA Panel established in 71.24.580(5)(b).
3. CJTA Funding Guidelines:
  - a. In accordance with RCW 2.30.040, if CJTA funds are managed by a Drug Court, then it is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of a drug court.
  - b. During the 2021-23 state fiscal biennium the provision of SUD treatments services and treatment support services for non-violent offenders within a drug court program may be continued for 180 calendar days following graduation from the drug court program.
  - c. No more than 10 percent of the total CJTA funds can be used for the following support services combined:
    - i. Transportation; and
    - ii. Child Care Services.
4. The contractor may not use more than 30 percent of their total annual allocation for providing treatment services in jail.
5. Services that can be provided using CJTA funds are:
  - a. Brief Intervention (any level, assessment not required);
  - b. Acute Withdrawal Management (ASAM Level 3.2WM);
  - c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM)
  - d. Outpatient Treatment (ASAM Level 1);
  - e. Intensive Outpatient Treatment (ASAM Level 2.1);
  - f. Opiate Treatment Program (ASAM Level 1);
  - g. Case Management (ASAM Level 1.2);
  - h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
  - i. Long-term Care Residential Treatment (ASAM Level 3.3);
  - j. Recovery House Residential Treatment (ASAM Level 3.1);
  - k. Assessment (to include Assessments done while in jail);

- l. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation
- q. Childcare Services;
- r. Urinalysis;
- s. Treatment in a jail may include:
  - i. Engaging individuals in SUD treatment;
  - ii. Referral to SUD services;
  - iii. Administration of Medications for the treatment of Opioid Use Disorder (MOUD) to include the following
    - a. Screening for medications for MOUD
    - b. Cost of medications for MOUD
    - c. Administration of medications for MOUD
  - iv. Coordinating care;
  - v. Continuity of care; and
  - vi. Transition planning.
- t. Employment services and job training;
- u. Relapse prevention
- v. Family/marriage education;
- w. Peer-to-peer services, mentoring and coaching;
- x. Self-help and support groups;
- y. Housing support services (rent and/or deposits);
- z. Life skills;
- aa. Spiritual and faith-based support;
- bb. Education; and
- cc. Parent education and child development.

6. The County CJTA Committee shall participate with SBHASO and with the local legislative authority for the county to facilitate the planning requirement as described in RCW 71.24.580(6).

7. MAT in Therapeutic Courts

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the Health Care Authority's designee for assistance must assist the court with acquiring the resource."

- a. The Contractor, under the provisions of this contractual agreement, will abide by the following guidelines related to CJTA and Therapeutic Courts:
  - i. The Contractor must have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
  - ii. The Contractor must have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
  - iii. The Contractor may not have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
  - iv. The Contractor must notify the SBHASO if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
    - a) Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
    - b) Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;

- c) Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
- b. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with the Individuals medical professional.

#### 8. CJTA Quarterly Progress Report

- a. The Contractor will submit a CJTA Quarterly Progress Report within thirty (30) calendar days of the state fiscal quarter end using the reporting template. CJTA Quarterly Progress Report must include the following program elements:
  - i. Number of Individuals served under CJTA funding for that time period;
  - ii. Barriers to providing services to the criminal justice population;
  - iii. Strategies to overcome the identified barriers;
  - iv. Training and technical assistance needs;
  - v. Success stories or narratives from Individuals receiving CJTA services; and
  - vi. If a therapeutic court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for opioid use disorder, referred to a prescriber of medications for opioid use disorder, or were provided information regarding medications for opioid use disorder.

Attachment C: Budget

**Budget Summary**

<b>Contractor:</b>	Agape Unlimited		
<b>Contract No:</b>	KC-650-21-A		
<b>Contract Period:</b>	10/1/2021 - 12/31/2022		
<b>Expenditure</b>	<b>Previous Budget</b>	<b>Changes this Contract</b>	<b>Contract Total</b>
Contract Period: 10/1/2021-6/30/2022			
REAL Program Operations	\$247,038	\$0	\$247,038
<b>Budget Total</b>	<b>\$247,038</b>	<b>\$0</b>	<b>\$247,038</b>
Contract Period: 1/1/2022-12/31/2022			
Criminal Justice Treatment Account	\$80,000	\$0	\$80,000
Childcare (SABG)	\$70,000	\$13,000	\$83,000
PPW Housing Support (SABG)	\$50,000	\$0	\$50,000
<b>Budget Total</b>	<b>\$200,000</b>	<b>\$13,000</b>	<b>\$213,000</b>
Contract Total	\$447,038	\$13,000	\$460,038
Substance Abuse Block Grant	CFDA#: 93.959		

Available Budget: Cost reimbursement  
 All rates are all-inclusive.

Client#: 79672

AGAPUNLI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

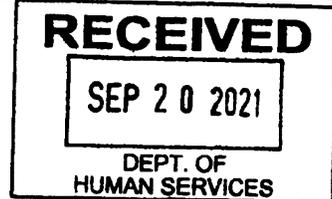
PRODUCER: Propel Insurance, Commercial Insurance, 1201 Pacific Ave, Suite 1000, Tacoma, WA 98402. CONTACT NAME: Nicole Anderson, PHONE: 800 499-0933, FAX: 866 877-1326, E-MAIL ADDRESS: nicole.anderson@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Riverport Insurance, NAIC #: 36684.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



CERTIFICATE HOLDER: Salish Behavioral Health Organization, Kitsap County, 614 Division St MS-23, Port Orchard, WA 98366. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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**Agape Unlimited**

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