

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON**

**RESOLUTION NO. 2024- 138**

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
BETWEEN CENTRAL WASHINGTON UNIVERSITY AND KITTITAS COUNTY JAIL FOR THE  
MAT PROGRAM EVALUATOR

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, Central Washington University wishes to designate Dr. Roger Schaefer to do all things necessary for or incidental to the performance of the duties of Program Evaluator as set for: and

WHEREAS, Kittitas County has been awarded additional funding to develop and implement an evidence-based medication assisted treatment program; and

WHEREAS, the governing bodies of each of the parties to the Interlocal Agreement attached hereto have determined to enter into this Interlocal Agreement for the period from date fully executed until September 30, 2026 unless terminated or extended upon written agreement between parties;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interlocal Agreement for the MAT Program Evaluator that is attached hereto, and incorporated herein by this reference, and which shall be forthwith filed with the Kittitas County Auditor pursuant to RCW 39.34.040.

**ADOPTED** this 16<sup>th</sup> day of August 2024.



**ATTEST.**

*[Signature]*

**BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON**

*[Signature]*  
Brett Wachsmith, Chairman

*[Signature]*  
Laura Osjadaoz, Vice-Chair

*[Signature]*  
Cory Wright, Commissioner

**APPROVED AS TO FORM:**

*[Signature]* #22872  
Douglas R. Mitchell, Deputy Prosecuting Attorney

- ☒ Clerk of the Board- Julie Kjorsvik  
☐ Deputy Clerk of the Board- Mandy Buchholz

**INTERLOCAL AGREEMENT BETWEEN  
THE STATE OF WASHINGTON  
CENTRAL WASHINGTON UNIVERSITY  
AND  
KITTTITAS COUNTY**

**THIS AGREEMENT** is made and entered into by and between Central Washington University, hereinafter referred to as "University" and Kittitas County, hereinafter referred to as "County," pursuant to the authority granted by Chapter 39.34 RCW.

The County has received a federal grant from the Department of Justice (DOJ), Bureau of Justice Assistance (BJA) to develop and implement an evidence-based medication assisted treatment program (MAT Program). Consistent with the University's instructional, scholarship, public service, and research objectives, and consistent with its status as a non-profit, tax-exempt, educational institution, the University will provide professional services to the County to assist with the evaluation of this MAT Program.

**IT IS THE PURPOSE OF THIS AGREEMENT** for the University to arrange for Associate Professor, Dr. Roger Schaefer, to act as the Program Evaluator of the County's MAT program to perform the duties as described herein.

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

**STATEMENT OF WORK**

As the designated Program Evaluator, Dr. Roger Schaefer shall do all things necessary for or incidental to the performance of the duties of Program Evaluator as set forth in the Scope of Work, Attachment "A", which is attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on upon execution of this contract and be completed on September 30, 2026, unless terminated sooner or extended, as provided herein.

**PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed \$27,500 annually, for a not-to-exceed total of \$55,000 over the term of this Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

**BILLING PROCEDURE**

The University shall submit invoices accompanied by a general ledger report no more often than monthly. Payment to the University for approved and completed work will be made by check by the County within

30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

### **RECORDS MAINTENANCE**

The parties to this Agreement shall 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 shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be co-owned by the University and the County. County acknowledges that data collected during this evaluation may be used by Dr. Schaefer to author peer review publications. All data used for such legitimate academic purposes shall be processed in a manner that completely deidentifies the data and is consistent with the Business Associate Agreement attached hereto as Exhibit "C" and incorporated by reference. Data shall 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.

### **INDEPENDENT CAPACITY**

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

### **INDEMNIFICATION**

Each party to this Agreement shall be responsible for its own acts or omissions and for those of its officers, employees, and agents. Neither party shall be responsible for the acts or omissions of persons or entities not a party to this Agreement.

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

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

## **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 shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **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 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **FORCE MAJEURE**

Either party may cancel this Agreement without obligation or liability to the other party in the event that it becomes impossible or impracticable for that party to perform its obligations hereunder by reason of force majeure beyond that party's reasonable control, including but not limited to fire, flood, earthquake, pandemic, or other acts of God, war, invasion, hostilities, rebellion, insurrection, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military. In the event of such cancellation, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **GOVERNANCE**

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

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

- a. Applicable state and federal statutes and rules;
- b. Business Associate Agreement, Attachment "C";
- c. Statement of Work, Attachment "A";
- d. Budget, Attachment "B";
- e. Any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising there under, 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 shall not be unreasonably withheld.

### **WAIVER**

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

### **SEVERABILITY**

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

### **CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for University: **Roger Schaefer, Ph.D., Associate Professor, Law and Justice, Central Washington University, 400 E University Way, Ellensburg WA 98926, (509) 963-3529, roger.schaefer@cwu.edu.**

The Program Manager for County: **Edward L. Buntin, Corrections Lieutenant #J30, Kittitas County Sheriff's Office, (509) 962-7527, edward.buntin@co.kittitas.wa.us.**



**ALL WRITINGS CONTAINED HEREIN**

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Central Washington University**

Signed by:   
4B14EDF463344A2...

Signature

Name and Title: Joel Klucking,  
Sr VP Finance & Administration

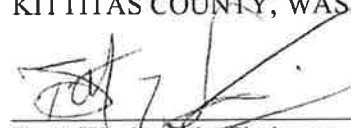
**Kittitas County**


  
Signature


Clayton Myers, Sheriff

RATIFIED this 23rd day of August 2024.


**BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON**

  
Brett Wachsmith, Chairman


  
Laura Osiadacz, Vice-Chairman

  
Cory Wright, Commissioner

APPROVED AS TO FORM:

 #22877  
Douglas R. Mitchell, Deputy Prosecuting Attorney



  
Name and Title: Julie Kiorsvik  
Clerk of the Board



## Attachment "A" - Scope of Work

During fiscal year 2023, the Kittitas County Jail was awarded continued grant funding to support the medication assisted treatment (MAT) program which was created and implemented with substantial financial support from a fiscal year 2020 grant from the Bureau of Justice Assistance's COSSUP program. The grant narrative outlines the expected tasks of the program evaluator. Below is a summary of the expected duties of the evaluator.

In accordance with the expectation of federal grant funding, funds associated with the fiscal year 2023 grant have been reserved for evaluation research. The evaluation research will be fully aligned with the standards and best practices of social science research methodology. Further, the evaluation will adhere to the guidelines, expectations, and parameters defined by Central Washington University's Institutional Review Board (IRB) and the Human Subjects Review Council, (HRSC). Per the grant narrative, the evaluation research will examine aspects of both implementation and outcomes and will employ a mixed methods research design.

The specific tasks are outlined below:

1. Design and implement an evaluation study that examines the following: Treatment processes, implementation procedures and integrity, stakeholder perceptions, correctional outcomes, and challenges and/or barriers.
2. Communicate with the Kittitas County Sheriff's office, jail and program administrators, jail staff, and BJA facilitators.
3. Submit the necessary applications for and engage in the proper review process for approval from the Central Washington University Institutional Review Board and Human Subjects Review Council. In the event that another IRB/HRSC has granted approval, the proper reciprocity procedures must be followed to ensure that standards are fully aligned with expectations of Central Washington University.
4. Maintain rigorous ethical, methodological, and scientific standards throughout the entirety of the evaluation process – both during and after the completion of the grant funded MAT program.
5. Oversee data collection, acquisition, and analysis. These tasks include but are not limited to survey creation and validation, conducting interviews and focus groups, direct observation, record data analysis, instrumentation (item inclusion), and necessary follow-up.
6. Overseeing/co-authoring a final report based on the analysis of all data collected throughout the program evaluation process. This final report will be submitted as deliverable to the DOJ/BJA.
7. Upon the completion and submission of the final report, Dr. Schaefer will work with the Kittitas County Jail Administrators to develop a plan to fully utilize the finds of the evaluation – completing the evidence-based cycle.



Attachment "B" – Payment

	<b>Year 1</b> 10/1/23- 9/30/24	<b>Year 2</b> 10/1/24- 9/30/25	<b>Year 3</b> 10/1/25- 9/30/26	<b>Total</b>
Direct Costs	\$0	\$25,000	\$25,000	\$50,000
10% Admin Fee	\$0	\$2,500	\$2,500	\$5,000
Total Costs	\$0	\$27,500	\$27,500	\$55,000

## BUSINESS ASSOCIATE ADDENDUM EXHIBIT "C" TO THE CONTRACT TO WHICH IT IS ATTACHED

This Addendum is incorporated into the contract to which this document is attached between Kittitas County Washington on behalf of the Office or Department thereof ("Covered Entity") and the other party or parties thereto ("Business Associate"). The singular shall include the plural and the plural the singular as required by the context.

The Business Associate acknowledges and agrees that Protected Health Information (PHI) in any format, including electronic PHI (ePHI), can be used, shared, created, retained or transferred only within the parameters of this document and the Department of Health and Human Services Privacy Regulations, Code of Federal Regulations, ("CFR"), Title 45, Sections 160 and 164, or as required by law.

CFR Title 45, Sections 160 and 164 and any applicable Washington statutory law ("RCW") or Administrative Code ("WAC") provision (Federal and State statutory or regulatory standards applicable to this addendum are collectively referred to as "law") are by way of reference, an integral part of this Addendum as if incorporated in full. Business Associate is charged with the knowledge of and agrees to abide by the terms and conditions of law. To the extent that any applicable provision of RCW or WAC provides for or mandates any standard differing from those of Federal law, the standard more restrictive of disclosure shall control subject to federal preemption; this applies throughout this Addendum without regard to any further explicit reference to RCW or WAC provisions.

This Addendum is effective upon signing of this attachment or the contract to which it is attached, whichever is prior in time.

### **I. PURPOSE**

The Covered Entity needs to make available and/or disclose to the Business Associate certain PHI for management, administration, and legal responsibilities during the normal course of business between the parties as referenced in the contract or other agreement to which this document is attached and incorporated by reference. This document is intended to define and incorporate but not limit the obligations of the Business Associate with regard to its use and protection of that PHI.

### **II. RESPONSIBILITIES OF BUSINESS ASSOCIATE**

The Business Associate hereby agrees to do the following:

- A. **Use and Disclosure:** Use and/or disclose PHI only as permitted or required by this Addendum, Health Insurance Portability and Accountability Act (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. Law 111-5, 2009 HR 1) ("HITECH"). The Business Associate shall use and disclose PHI only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR §164.504(e) or other law. The Business Associate is directly responsible for full compliance with the privacy provisions of law that apply to the Business Associate to the same extent as the Covered Entity.
- B. **Security:** Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates,

receives, maintains, or transmits on behalf of the Covered Entity as required by law. The Business Associate is directly responsible for compliance with the security provisions of HIPAA and HITECH to the same extent as the Covered Entity.

- C. Improper Disclosures: Report all unauthorized or otherwise improper disclosures of PHI, or security incident, to the Covered Entity within two (2) days of the Business Associate's knowledge of such event.
- D. Notice of Breach: Within two (2) business days of the discovery of a breach as defined at 45 CFR §164.402 notify the Covered Entity of any breach of unsecured PHI. Notification shall be by the most rapid means reasonably possible, such as telephonic notice made directly to an appropriate person within the covered entity and not including a voice mail or similar message. Written notification shall follow within that two (2) period by fax and be confirmed by direct contact with the intended recipient, and include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Business Associate for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the Covered Entity pursuant to 45 CFR §164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR §164.410. The information shall be updated promptly and provided to the Covered Entity as requested by the Covered Entity.
- E. Mitigation: Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or the law.
- F. Agents: Ensure that any agent, including all of its employees, representatives, and subcontractors, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.
- G. Right of Access:
  - 1. From time to time upon reasonable advance notice, or upon a reasonable determination by Covered Entity that Business Associate has potentially or actually breached this Addendum, make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Department of Health and Human Services, for the purpose of determining compliance with HIPAA, HITECH, and/or this Addendum.

2. From time to time upon reasonable advance notice, or upon a reasonable determination by Covered Entity that Business Associate has potentially or actually breached this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528, or to permit Covered Entity to respond to a request by an Individual for access to PHI in accordance with 45 CFR §164.524.
- H. Documentation of Disclosures: Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 CFR § 164.528, Business Associate agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of PHI that have been made by the Business Associate acting on behalf of the Covered Entity. The accounting shall be provided by the Business Associate to the Covered Entity or to the individual, as directed by the Covered Entity.
  - I. Amendments: Make any amendments to PHI that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity, within five (5) business days of written request by Covered Entity.
  - J. Other: To the extent the Business Associate is to carry out one or more of the covered entities obligations under Subpart E of 45 CFR 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligations.

### III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Except as otherwise limited in this Addendum or by law, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. The Business Associate shall limit its use and disclosure of, and requests for, PHI to the minimum necessary as determined in accordance with 42 U.S.C. § 17935(b)(1),
- B. Except as otherwise limited in this Addendum or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504.(e)(2)(i)(B).

### IV. TERM AND TERMINATION

- A. Term: This Addendum shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties
- B. Termination for Cause: Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Addendum if Business Associate does not cure the breach or end the violation within five (5) business days of receipt of written notice by the Covered Entity, or immediately terminate this Addendum if Business Associate has breached a material term of this Addendum and cure is not possible.

- C. Other Termination: This Addendum may be terminated by Covered Entity without cause upon thirty (30) days prior written notice to the other party, which notice shall specify the date of termination.
- D. Effect of Termination: Except as provided in paragraph B. of this Section and to the extent permitted by applicable law, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Destruction must be by means that meet or exceed the standards of law.

In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate must provide written notice of the conditions that make return or destruction not feasible; if Covered Entity does not concur in that assessment, Business Associate shall return or destroy the PHI within five (5) business days.

#### V. MISCELLANEOUS

- A. Defense and Indemnification: To the extent permitted by law, Business Associate shall defend, indemnify and hold harmless Covered Entity from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any nature whatsoever, including without limitation attorneys' fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, relating to or arising out of any breach of this Addendum by Business Associate, its employees, officers, or agents. This provision is supplemental to and to be interpreted and applied in a manner consistent with, any indemnification provision of the agreement to which this Addendum is attached.
- B. Reimbursement for Costs Incurred Due to Breach: Business Associate shall reimburse Covered Entity, to the extent permitted by law, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured PHI by the Business Associate, including mitigation.
- C. Regulatory References: A reference in this Addendum to a Section in the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164 means the Section as in effect or as amended, and for which compliance is required.
- D. Amendment: Changes in the law are automatically incorporated herein without need for explicit amendment. The Parties agree this Addendum may be amended from time to time if otherwise necessary for Covered Entity to comply with the requirements of the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164 and other provisions of law.

- E. Notices: Whenever Covered Entity or Business Associate is required to give notice to the other party, notice shall be in writing, posted in the US Mail, and deemed delivered after three (3) business days except as described in II. D., above.
- F. Survival: The obligations of the Business Associate shall survive the termination of this Addendum.
- G. Interpretation: Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164 and other provisions of law. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Addendum is superseded by the terms of this Addendum to the extent necessary for the parties' compliance with HIPAA.