

CONTRACT AMENDMENT

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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 American Behavioral Health Systems, Inc., 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-080-26, and executed on March 9, 2026, shall be amended as follows:

1. **Contract Amount** is increased by \$25,371, increasing the contract total from \$51,227 to \$76,598
2. **General Terms** is deleted entirely and replaced as attached.
3. **Attachment B: Statement of Work – CJTA** is deleted entirely and replaced as attached.
4. **Attachment C: Budget** is deleted entirely and replaced as attached.
5. 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.

6. 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, 2026.

Dated this 27 day of July, 2026.

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



Victoria Brazitis, County Administrator

**CONTRACTOR: American
Behavioral Health Systems, Inc.**



Name: Tony Prentice

Title: Executive Director

I attest that I have the authority to sign
this contract on behalf of American
Behavioral Health Systems, Inc.

07/13/26

DATE

Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:

(Fill in)

Subrecipient's unique entity identifier: N/A

Federal Award Identification Number (FAIN): N/A

Federal Revenue Award Date: N/A

Subaward Period of Performance Start and End Date: N/A

☐ Check to verify the information is in contract:

☐ Subrecipient's name (must match the name associated with its unique entity identifier):

☐ Federal award identification:

☐ Subaward Budget Period Start and End Date:

☐ Amount of Federal Funds Obligated in the subaward:

☐ Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

☐ Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

☐ Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

☐ Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

☐ Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

☐ Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

GENERAL AGREEMENT

SECTION 1. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment B, as attached herein.

1.1 Authority

- 1.1.1 Contractor possesses legal authority to apply for the funds covered under this contract.
- 1.1.2 No subcontract shall terminate the Contractor's legal responsibility to SBHASO for any work performed under this Contract nor for oversight of any functions or responsibilities it delegates to any Subcontractor.

1.2 Assignment/ Subcontract

- 1.2.1 Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the SBHASO.
- 1.2.2 Contractor shall obtain written approval for assignment from the Contract Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
 - 1.2.2.1 In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
 - 1.2.2.1.1 Compliance with applicable terms and conditions of this contract;
 - 1.2.2.1.2 Compliance with all applicable law; and.
 - 1.2.2.1.3 Provision of insurance coverage for its activities

1.3 Limitations on Payments

- 1.3.1 Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 1.3.2 Contractor shall pay no more than reasonable market value for equipment and/or supplies.
- 1.3.3 Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

1.4 Compliance with Laws

- 1.4.1 Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) and all regulations interpreting or enforcing such act. The Contractor shall make reasonable accommodation for Individuals with disabilities, in accord with the ADA, for all Contracted Services and shall assure physical and communication barriers shall not inhibit individuals with disabilities from obtaining Contracted Services.
- 1.4.2. Contractor shall comply with all applicable federal, state, and local statutes, regulations, rules, ordinances, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. The provisions of this Contract that are in conflict with applicable state or federal laws or Regulations are hereby amended to conform to the minimum requirements of such laws or Regulations. Applicable laws and regulations include, but are not limited to:
- 1.4.2.1 Title XIX and Title XXI of the Social Security Act.
 - 1.4.2.2 Title VI of the Civil Rights Act of 1964.
 - 1.4.2.3 Title IX of the Education Amendments of 1972, regarding any education programs and activities.
 - 1.4.2.4 The Age Discrimination Act of 1975.
 - 1.4.2.5 The Rehabilitation Act of 1973.
 - 1.4.2.6 The Budget Deficit Reduction Act of 2005.
 - 1.4.2.7 The Washington Medicaid False Claims Act and the Federal False Claims Act (FCA).
 - 1.4.2.8 The Health Insurance Portability and Accountability Act (HIPPA).
 - 1.4.2.9 The American Recovery and Investment Act (ARRA).
 - 1.4.2.10 The Patient Protection and Affordable Care Act (PPACA or ACA).
 - 1.4.2.11 The Health Care and Education Reconciliation Act.
 - 1.4.2.12 The Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.
 - 1.4.2.13 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.
 - 1.4.2.14 42 C.F.R. Subchapter A, Part 2- Confidentiality of Alcohol and Drug Abuse Patient Records.
 - 1.4.2.15 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.
 - 1.4.2.16 45 C.F.R. Part 96 Block Grants.
 - 1.4.2.17 45 C.F.R § 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding.
 - 1.4.2.18 Chapter 70.02 RCW Medical Records – Health Care Information Access and Disclosure.

- 1.4.2.19 Chapter 71.05 RCW Behavioral Health Disorders.
- 1.4.2.20 Chapter 71.24 RCW Community Behavioral Health Services Act.
- 1.4.2.21 Chapter 71.34 RCW Mental Health Services for Minors.
- 1.4.2.22 Chapter 246-341 WAC.
- 1.4.2.23 Chapter 43.20A RCW Department of Social and Health Services.
- 1.4.2.24 Senate Bill 6312 (Chapter 225. Laws of 2014) State Purchasing of Mental Health and Chemical Dependency Treatment Services.
- 1.4.2.25 All federal and State professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Contract, including but not limited to:
 - 1.4.2.25.1 All applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act (33 U.S.C. § 1368), Section 306 of the Clean Air Act (42 U.S.C. § 7606, Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA, DHHS, and the EPA.
 - 1.4.2.25.2 Any applicable mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan, issued in compliance with the Federal Energy Policy and Conservation Act.
 - 1.4.2.25.3 Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
 - 1.4.2.25.4 Those specified in Title 18 RCW for professional licensing.
- 1.4.2.26 Industrial Insurance – Title 51 RCW
- 1.4.2.27 Reporting of abuse as required by RCW 26.44.030.
- 1.4.2.28 Equal Employment Opportunity (EEO) Provisions
- 1.4.2.29 Copeland Anti-Kickback Act.
- 1.4.2.30 Davis-Bacon Act.
- 1.4.2.31 Byrd Anti-Lobbying Amendment.
- 1.4.2.32 All federal and state nondiscrimination laws and Regulations.
- 1.4.2.33 Any other requirements associated with the receipt of federal funds.
- 1.4.2.34 Any services provided to an individual enrolled in Medicaid are subject to applicable Medicaid rules.

1.4.3 Contractor shall comply with SBHASO policies, procedures, and practices.

1.4.4 Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

1.4.5 Contractor shall follow definitions outlined in WAC 182-500-0070 as applicable to terms within this Contract including but not limited to:

1.4.5.1 Medically necessary means a term for describing a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the Individual that endanger life, cause suffering or pain, result in an illness or infirmity, threaten to cause, or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative, or substantially less costly course of treatment available or suitable for the Individual requesting the service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all.

1.5 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County, and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property,

including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this contract.

1.6 Insurance

1.6.1 For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the SBHASO. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to

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

1.6.2 The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.

1.6.3 Coverage shall include the following terms and conditions:

1.6.3.1 The policy shall be endorsed and certificate shall reflect that the SBHASO and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.

1.6.3.2 The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.

1.6.3.3 The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary

insurance and any insurance or self-insurance carried by Kitsap County on behalf of the SBHASO shall be excess and not contributory insurance to that provided by the Contractor.

1.6.3.4 If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.

1.6.3.5 SBHASO and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the SBHASO; and SBHASO or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.

1.6.4 The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.

1.6.4.1 Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.

1.6.4.2 If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

1.6.5 Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

1.6.6 The Contractor shall have insurance coverage and limits as follows:

1.6.6.1 Comprehensive Liability

Comprehensive General Liability Insurance and
Comprehensive Automobile Liability Insurance with limits of
not less than:

COVERAGE

LIMITS OF LIABILITY

Comprehensive General Liability Insurance

- | | |
|---|-----------------------------|
| a. Bodily Injury Liability | \$2,000,000 each occurrence |
| b. Property Damage Liability | \$2,000,000 each occurrence |
| OR | |
| c. Combined Bodily Injury/Property Damage Liability | \$4,000,000 aggregate |

Comprehensive Automobile Liability Insurance

- | | |
|--------------------------------------|--|
| a. Bodily Injury Liability | \$2,000,000 each person
\$2,000,000 each occurrence |
| b. Property Damage Liability | \$2,000,000 each occurrence |
| OR | |
| c. Combined Single Limit Coverage of | \$4,000,000 |

1.6.6.2 Professional Liability Insurance with limits of not less than:

Professional Liability Insurance \$2,000,000 each occurrence

1.7 Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

1.8 Documentation

1.8.1 Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the SBHASO to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

1.8.2 The Contractor is required to maintain property record cards and property identification tabs as may be directed by SBHASO codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of

equipment purchased with funds under this contract so designated for purchase shall rest in the SBHASO and such equipment shall be so identified.

- 1.8.3 The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.
- 1.8.4 The SBHASO shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the SBHASO, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by SBHASO agents or employees, inspection of all records or other materials which the SBHASO deems pertinent to this contract and its performance, except those deemed confidential by law.
- 1.8.5 All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the SBHASO. The Contractor shall not publish any of the results of this contract work without the advance written permission of the SBHASO. Such material will be delivered to the SBHASO upon request.

SECTION 2. RELATIONSHIP OF THE PARTIES

- 2.1 The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the SBHASO for any purpose; and the employees of the Contractor are not entitled to any of the benefits the SBHASO provides for SBHASO employees. It is understood that the SBHASO does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.
- 2.2 In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, SBHASO being interested only in the results obtained. However, the work contemplated herein must meet the approval of the SBHASO and shall be subject to SBHASO's general right of inspection and supervision to secure the satisfactory completion

thereof.

- 2.3 In the event that any of the Contractor's officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

SECTION 3. MODIFICATION

- 3.1 No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION 4. TERMINATION

4.1 Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

4.2 Without Cause

Either party to this contract may elect to terminate this contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

4.3 Funding

The SBHASO may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

SECTION 5. LEGAL REMEDIES

- 5.1 Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

SECTION 6. VENUE AND CHOICE OF LAW

- 6.1 Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

SECTION 7. WAIVER

- 7.1 No official, officer, employee, or agent of SBHASO has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the SBHASO to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of SBHASO to thereafter enforce each and every provision.

SECTION 8. NOTICES

- 8.1 All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Tony Prentice, CEO
American Behavioral Health Systems,
Inc
P.O. Box 141106
Spokane Valley, WA 99214-1106

Jolene Kron, Administrator
Kitsap County Human Services
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION 9. PAYMENTS

- 9.1 All payments to be made by Kitsap County, on behalf of the SBHASO, under this agreement shall be made to: American Behavioral Health Systems, Inc, City of Spokane Valley, County of Spokane, State of Washington.
- 9.2 This contract shall not exceed the amount set forth in the contract compensation/rate sheet, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the SBHASO's disallowed cost resolution process.

SECTION 10. DURATION

- 10.1 The Contractor is authorized to commence *January 1, 2026*, providing services pursuant to this contract. This agreement shall terminate on *December 31, 2026*, unless terminated sooner as provided herein.

SECTION 11. WHOLE AGREEMENT

- 11.1 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION 12. SEVERABILITY

- 12.1 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

SECTION 13. ATTACHMENTS.

- 13.1 The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions
Attachment B – Statement of Work
Attachment C – Budget/Rate Sheet
Attachment D – Business Associate Agreement
Attachment E – Data Security and Confidentiality
Attachment F – Certification Regarding Lobbying
Attachment G – Debarment Certification

- 13.2 The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget/Rate Sheet.

Attachment B: 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 §15.1 of Attachment A: Non-Medicaid Special Terms and Conditions.
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. The provision of SUD treatment 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 treatment 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 are provided using CJTA funds in alignment with the current version of the SBH-ASO CJTA Billing and Allowable Services Matrix.
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. Medications for Opioid Use Disorder 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 in place that:
 - a. Allow individuals at any point in their course of treatment to be prescribed any medication approved by the FDA for the treatment of SUD;
 - b. Do not deny admission to therapeutic court programs and related services for Individuals who are prescribed any medication approved by the FDA for the treatment of SUD; and
 - c. Do not mandate titration of any medication approved by the FDA for the treatment of SUD, as a condition of the Individuals 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 Individual and their prescribing Provider.
 - ii. The Contractor will coordinate with agencies that are able to provide or facilitate the induction of any medication approved by the FDA for the treatment of SUD.
 - iii. 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 individuals already in the program discontinue medication regimen in order to be in compliance with program requirements;
 - c) Requiring discontinuation, titration, or alteration of their 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 medications will be made by the individual in concert with the Individual's prescribing Provider.

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 SUD, referred to a prescriber of medications for SUD, or were provided information regarding medications for SUD.
- b. Reporting periods: Quarter 1, July through September; Quarter 2, October through December; Quarter 3, January through March; Quarter 4, April through June.

Attachment C: Budget**Agency Name:****American Behavioral Health Systems, Inc. (ABHS) PA****Contract Number:****KC-080-26-A****Contract Period:****1/1/2026 -12/31/2026**

PROGRAM/Line Item	Fund Source	Previous Contract Period	Changes this Amendment	TOTAL
Period		1/1/2026-12/31/2026	7/1/2026-12/31/2026	
SUD				
Criminal Justice Treatment Account (CJTA)	GFS	\$29,677.50	\$25,371.00	\$54,048.50
SUD Outpatient	GFS	\$9,550.00	\$0.00	\$9,550.00
Program Total		\$39,227.50	\$25,371.00	\$64,598.50
OTHER PROGRAMS				
Pro-Social Events	GFS	\$6,000.00	\$0.00	\$6,000.00
Transportation	GFS	\$6,000.00	\$0.00	\$6,000.00
Program Total		\$12,000.00	\$0.00	\$12,000.00
Contract Total		\$51,227.50	\$25,371.00	\$76,598.50

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No Results were found for

American Behavioral Health Systems, Inc

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