RESOLUTION NO. 3221

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE BONNEY LAKE MUNICIPAL COURT JUDICIAL BRANCH ADMINISTRATOR TO SIGN INTERAGENCY AGREEMENT 1AA25060 BETWEEN WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AND BONNEY LAKE MUNICIPAL COURT FOR REIMBURSEMENT OF COSTS RELATED TO THERAPEUTIC COURT (COMMUNITY COURT) BETWEEN JULY 1, 2024, AND JUNE 30, 2025.

WHEREAS The Bonney Lake Municipal Community Court was awarded continued funding through the Administrative Office of the Courts Therapeutic Court Program under Contract #1AA25060; and

WHEREAS, The Bonney Lake Municipal Court Motions to Enter into an Interagency Agreement with the Administrative Office of the Courts Therapeutic Court Program.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

The City Council of the City of Bonney does hereby authorize the Judicial Branch Administrator to sign the Interagency Agreement with the Administrative Office of the Courts Therapeutic Court Program, Contract #1AA25060, for the period July 1, 2024, through June 30, 2025, on behalf of Bonney Lake Municipal Community Court.

PASSED by the City Council this 23rd day of July 2024.

339AD7C13E9E492

Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:

Sadie a. Schaneman

Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake, Washington City Council Agenda Bill (AB)

		City Cou	nch Agenda b	III (AD)		
Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB24-79 / R24-79				Number:	
Department/Division Subn Court			Presenter: Judge Joanna J. Daniels sch, Judicial Branch Adm	inistrator	City Strategic Goal Category: DON'T FILL OUT YET	
Agenda Subject: Interagency	Agreement B	etween Washing	gton State Administrative	Office Of The Co	urts And Bonney	Lake Municipal Court.
Full Title/Motion: A Resolution Bonney Lake Municipal Confider Administrative Office Of Therapeutic Court Between Interapeutic Co	urt Judicial The Courts	Branch Admi (AOC) And I	nistrator To Sign Inter- Bonney Lake Municip	agency Agreeme	ent 1AA25060	Between Washington
Administrative Recommen	dation: Ap	prove.				
Short Background Summa: Lake Municipal Court To C For The Costs Related To Th Court With Substance Use I Therapeutic Interventions W (Attachment A). Expenses M	ontinue Wine Therapeu Disorders Offithin The C	th The Therap tic Court Up To ther Behaviourt's Jurisdic	eutic Court Program (Co \$194,600.00. Funditional Health Needs Andtion, In Accordance W	Community Coung Must Be Used Engage Those ith The Court's	rt) And Reque d To Identify I Individuals W	st For Reimbursement ndividuals Before The ith Community-Based
Attachments: Interagency	Agreement	1AA25060 Be	tween AOC And Bonne	ey Lake Municip	oal Court.	
BUDGET INFORMATION Budgeted Amount Current Balance Expenditure Amount Needed Budgeted Balance Difference Budget Explanation:						
	COMV	HTTFF RO	DARD & COMMI	SSION REV	TFW	
Public Hearing Date:		,	ittee/Commission Pub			
	Return To	Committee/ sion/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues	Chair's Signature For Approval Of Next Steps
Date: 7/16/2024 Name: Council Workshop	☐ Yes		☐ Yes	☐ Yes	☐ Yes	
Date: Name:	☐ Yes		☐ Yes	☐ Yes	☐ Yes	
Date: Name:	☐ Yes		☐ Yes	☐ Yes	☐ Yes	
Date: Name:	☐ Yes		☐ Yes	☐ Yes	☐ Yes	
Hearing Examiner Review	•					
		C	OUNCIL ACTION	N		
Workshop Date(s): 7/16/2024 Public Hearing Date(s):						
Meeting Date(s): 7/23/2024 Tabled To:						
			APPROVALS			

Department Director: Mayor: Date Reviewed By City Attorney (if applicable): Judge Joanna Daniels Terry Carter

ADDENDUM TO ATTACHMENT B: USE OF FUNDS

AOC contract 1AA25060

Descriptions of components utilized in the Bonney Lake Community Court

Personnel Costs: Salaries

- Treatment Team
- Peer Support
- Case Manager
- Public Defense
- Judicial Staff
- Judge
- Bailiff
- Law Enforcement

Staff Equipment & Technology:

- Printer/Copier/Scanner
- Cellular Phone with SMARSH texting (unlimited)
- Copy Paper
- Tyler Technologies Program
- Office Supplies (Pens, stapler/staple/paper clips / ink cartridges)
- Files
- Business Cards
- · Advertisement (Postcards/Posters, Brochures)
- Holepunch
- Label Maker & Tape

Team Training & Travel: Community Partner Meetings (Including individuals/representatives of agencies who support Bonney Lake Community Court).

- Flights, transportation to/from events, fuel, registration fees, meal costs
- All Rise 2025 Annual Training
- WSADCPA Training in October 2024.

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- Urinalysis Cups/Gloves
- · Comprehensive laboratory testing
- Chemical Dependency Assessments for individual's ineligible for Medicaid
- Chemical Dependency Treatment for individuals' ineligible for Medicaid
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Recovery Supports:

- Emergency & Sober Support Housing
- Transportation Costs (Uber Business, Bus, Train)
- Incentives (Fishbowl, Candy, books, water bottles, coffee mugs, blankets, backpacks)

- Graduation Supplies (Certificates/Plaques)
- Clothing/Shoes
- Refreshments for Court Hearings
- Recovery supportive items including journals, calendars, weather apparel, umbrella,
- Cellular phones
- Snacks for Community Partners at monthly trainings

INTERAGENCY AGREEMENT – IAA25060 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND BONNEY LAKE MUNICIPAL COURT FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Bonney Lake Municipal Court (Court), (individually known as "Party" and collectively known as "Parties").

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court's jurisdiction in accordance with the Court's application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$194,600.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. <u>General.</u> AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

A. AOC will reimburse the Court up to a maximum/NTE/ of \$194,600.00 for payments

- made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.
- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$194,600.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$165,600.00
Staff Equipment & Technology	\$3,000.00
Team Training/Travel	\$12,000.00
Treatment Services	\$7,000.00
Recovery supports	\$7,000.00
Other Direct Costs	\$0.00
Total Amount	\$194,600.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- · program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number:
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. 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.

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice 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.

XIV. 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 must 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 will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not 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.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci	Judge Joanna J. Daniels
PO Box 41170 Olympia, WA 98504-1170	9002 Main St E
Leah.niccolocci@courts.wa.gov	Bonney Lake, WA 98391
	danielsj@cobl.us

XIX. ENTIRE AGREEMENT

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 are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Admin Office of the Court		Cor	urt
		Docusigned by: Gen Kusulu ERC31CAFORAD450	
Signature	Date	Signature	Date
Dawn Marie Rubio		Geri Resch	
Name		Name	
State Court Administrator		Judicial Branch Adm	inistrator
Title		Title	

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at https://allrise.org/trainings/online-courses/
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds		
Allowable Expenses	<u>Unallowable Expenses</u>	
Common allowable expenses listed below.	The list of unallowable expenses is not	
Supporting documents are required for all	exhaustive. If you are unsure whether	
allowable expenses. See what's required	your expense is allowable, please	
under each spending category.	contact	
	CLJTherapeuticCourtsApplications@cou	
	rts.wa.gov for clarification before making	
	a purchase.	
Personnel Costs	Personnel Costs	
Personnel salaries and benefits for staff	Court Staff including:	
while working on therapeutic court duties	Security Personnel	
or procedures	Supporting the salary/benefits of any	
	staff member not related to the	
Court Staff including:	therapeutic court	
 Coordinator 	Indirect Cost	
Case Manager		
Peer Support		
Prosecution		
 Defense 		
 Probation 		
Judicial Officers		
Judges		
Pro Tem Judges		
Commissioners		
O Commissioners		
Supporting documents must list staff		
-		
member name, staff member title, pay		
period		
Payroll Ledgers Payroll Ledgers		
Pay Stubs Place high light with a record of a re		
Please highlight/write amount charged to		
AOC funding on supporting documentation		
and ensure it matches amount listed on		
A19.		
Staff Equipment & Technology	Staff Equipment & Technology	
	• Furniture	

o Couches

- Includes equipment, supplies, software, and IT maintenance for staff that support the programComputers
- Cell Phones
- Printers/Fax Machines
- Staff Desk equipment and supplies
 - o Office Chairs for Staff
 - Office Desk for Staff
 - o Desk Phone
 - Keyboard/Mouse
 - Monitor(s)
 - Headsets
 - o Computer Webcams
 - Desk Organizers/Storage
 - o Pens/Pencils
 - o Paper/Notebooks
 - Paper Clips/Binders/Stapler
 - A/V equipment for courtroom
 - Other Office supplies
 - Translation Services (program materials)
- IT Maintenance and Tech Support
- Software Subscriptions
- Supplies for community meetings and staff retreats

Supporting documents must list name of vendor, purchase date, amount paid, and method of payment

- Receipts
- Invoices

Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.

- o Beds
- o Armoire
- Atelier
- o Chaise longue
- o Chifforobe
- o Dresser
- TV Stands
- Bookcases
- Accent Chairs
- Conference Table
- Software
 - New subscriptions for case management software
 - o OCourt Subscriptions
- Other Technology
 - A/V equipment for conference rooms

Team Training/Travel

Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.

Team Training/Travel

- Training and travel expenses not preapproved by AOC staff
- Staff mileage to/from work site
- Purchase of vehicles

Exceptions to below list can be submitted for preapproval to

CLJTherapeuticCourtsApplications@court s.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel travel insurance/refundable tickets recommended
- Lodging (per diem rate) the AOC will not reimburse until after checkout
- Transportation
 - o Mileage
 - Car rental
 - o Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway

fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

- Receipts (receipts not required for meals, the AOC reimburses at the per diem rate)
- Invoices

Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19

Treatment Services

Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.

- Participant Medical Insurance
 Deductibles and Spend Downs
- Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment)
- Lab & Toxicology Testing
- Treatment Staff/Peer Support contracted by the court
 - o Mental Health Services
 - Peer Support Services
 - o SUDP
 - Veteran's Support Services

<u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment

- Receipts
- Invoices

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Treatment Services

- Professional Licensing Fees
- Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

Recovery Supports

Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program.

*Not an exhaustive list

- Participant Transportation
 - Bus Passes
 - Uber/Lyft Rides
 - Car Services
 - o Other Transit Services
- Food & Beverages *Participants
 - Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person)
 - o Snacks
 - Water
 - Non-alcoholic Beverages (*no mocktails allowed)
- Food & Beverages *Staff
 - Meals (*Must follow your agency policy on meal purchases for meetings.
 Agenda and sign in sheet required.)
 - Non-alcoholic Beverages (*no mocktails allowed)
- Cell Phones through a checkout program
- Cell Minutes
- Hygiene Products
- Recovery Housing- when all other supports have been exhausted
- Education
 - Parenting Classes
 - Financial Literacy

Recovery Supports

- Gas cards
- Gift Cards
- Gifts
- Logoed apparel
- Driver Educational Courses
- License reinstatement fees (i.e. Tickets, fines, etc.)
- Advertising on radio stations, newspapers, billboards, etc.

- Graduation supplies
- Driver's license/ID replacement fee

<u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment

- Receipts
- Invoices

Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.

Other Direct Costs

Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit toCLJTherapeuticCourts-Applications@courts.wa.gov

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AOC contract 1AA25060

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