



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

August 5, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
 Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: September 12, 2011

SUBJECT: Agenda Item – Agency Agreement – Division of Behavioral Health and Recovery with DSHS, July 1, 2011 – June 30, 2013; \$65,430

STATEMENT OF ISSUE:

Jefferson County Public Health is requesting Board approval of the Agency Agreement – Division of Behavioral Health and Recovery (DBHR) with DSHS, July 1, 2011 – June 30, 2013; \$65,430

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This contract with DBHR (formerly DASA) will provide for substance abuse prevention infrastructure under the Special Funding program called Prevention Redesign Initiative. The DBHR contract will fund the Prevention Redesign Community Coordinator's work with Jefferson County Community Network (JCCN), and will involve the evaluation of the Six Year Strategic Plan, and the development and implementation of a prevention plan based on that evaluation with JCCN and other community partners.

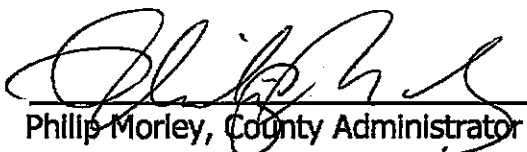
FISCAL IMPACT/COST BENEFIT ANALYSIS:


Revenue for this contract comes from federal Substance Abuse Prevention and Treatment (SAPT) Block Grant. The match requirement will come from the county general fund.

RECOMMENDATION:

JCPH management request approval of the Agency Agreement – Division of Behavioral Health and Recovery with DSHS, July 1, 2011 – June 30, 2013; \$65,430

REVIEWED BY:


 Philip Morley, County Administrator


 Date

COMMUNITY HEALTH
 DEVELOPMENTAL DISABILITIES
 MAIN: (360) 385-9400
 FAX: (360) 385-9401

PUBLIC HEALTH
 ALWAYS WORKING FOR A SAFER AND
 HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH
 WATER QUALITY
 MAIN: (360) 385-9444
 FAX: (360) 379-4487



COUNTY PROGRAM AGREEMENT
Chemical Dependency Prevention Services

DSHS Agreement Number

1163-27310

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Aging and Disability Services Administration

Division of Behavioral Health and Recovery

1223

1611CS-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Harvey Funai
Administrator

400 Mercer Street, Suite 600
Seattle, WA 98109-4641

DSHS CONTACT TELEPHONE

DSHS CONTACT FAX

DSHS CONTACT E-MAIL

(206) 272-2156 Ext:

(206) 298-4443

funahm@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Jefferson County

PO Box 1220
1820 Jefferson Street
Port Townsend, WA 98368

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001322

Jean Baldwin

COUNTY CONTACT TELEPHONE

COUNTY CONTACT FAX

COUNTY CONTACT E-MAIL

(360) 385-9408 Ext:

(360) 385-9401

jbaldwin@co.jefferson.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

Yes

93.959

PROGRAM AGREEMENT START DATE

PROGRAM AGREEMENT END DATE

MAXIMUM PROGRAM AGREEMENT AMOUNT

7/1/2011

6/30/2013

\$65,430.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

- Data Security: Exhibits (specify):
 No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Approved as to form only:

David Abraham 8/25/2011
 Jefferson Co. Prosecutor's Office

TABLE OF CONTENTS

1. **Definitions**..... 3

2. **Applicable Law**..... 3

3. **Purpose**..... 5

4. **Statement of Work**..... 5

 a. **Background Checks (RCW 43.43, WAC 388-805-200)** 5

 b. **Six-year Strategic Plan Progress Report**..... 5

 c. **Prevention Services (42 USC 300x-28(c) and 45 CFR 96.132(c))** 5

5. **Subcontract Language**..... 10

 a. **Subcontract Content** 10

 b. **Subcontract Inspection** 11

 c. **DSHS reserves the right to inspect any subcontract document**..... 11

6. **Subcontractor Monitoring**..... 11

 a. **On-Site Monitoring**: 11

 b. **PBPS Monitoring**..... 11

 c. **Additional Monitoring Activities**..... 11

7. **Consideration**: 11

 a. **Source of Funds**: 11

 b. **Reimbursable Costs**..... 12

 c. **Expenses** 12

 d. **Funding Allocation** 12

 e. **Training**..... 12

 f. **Administrative Cost Limitations** 12

 g. **Period of Performance Service Costs** 12

 h. **Contractor Participation Match Requirement**:..... 12

 i. **Prevention State Grant-in-Aid Match**..... 12

 j. **Award Adjustment Request**..... 13

8. **Billing and Payment**..... 13

 a. **Invoice System**..... 13

 b. **Billing for CSAP** 13

 c. **Timely Payment** 13

 d. **DSHS Obligation for Payment**..... 14

 e. **Duplication** 14

 f. **Claims for Payment**..... 14

 g. **Billing Limitation**..... 14

 h. **Non-Compliance** 14

9. **Advance Payment and Billing Limitations**..... 14

 a. **Advance Payment**..... 14

 b. **Authorized Services** 15

 c. **Timely Billing**..... 15

 d. **Multiple Payments for the Same Claim** 15

10. **DATA Security Requirements**..... 15

 a. **Data Protection** 15

 b. **Data Disposition**..... 15

11. **Federal Block Grant Funding Requirements**..... 15

 a. **Charitable Choice (42 USC 300x-65 (see 54.8(b) and 54.8(c)(4))**..... 15

 b. **Continuing Education (42 USC 300x-28(b) and 45 CFR 96.132 (b))**..... 16

 c. **Notice of Federal Block Grant Funding Requirement**..... 16

12. **Other Requirements**..... 16

 a. **Collaboration with other Systems (42 USC 300x-28 (c) and 45 CFR 96.132 (c))** 16

 b. **Services and Activities to Ethnic Minorities and Diverse Populations** 16

13. **Audit Requirements**..... 17

1. Definitions.

- a. "ADSA" means the Aging and Disability Services Administration or its successor.
- b. "BARS" means the Washington State Auditor's Office Budgeting, Accounting, and Reporting System which includes the DSHS HRSA-DASA Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR.
- c. "Behavioral Health Administrator (BHA)" means the new functional title replacing the title Regional Administrator for the DSHS contact identified on page one of the Contract.
- d. "Boilerplate Language" means the standard contract language, including General and Special terms, which will be common to all subcontracts issued by the Contractor for provision of the services required by this Contract.
- e. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.
- f. "Contractor Coordinator" means the person designated by the legislative authority of a Contractor to carry out administrative and oversight responsibilities of the Contractor chemical dependency and prevention programs.
- g. "Data" means information that is disclosed or exchanged as described by this Contract.
- h. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
- i. "Ensure" as to this Agreement means to make sure that something will happen or will be available within the resources identified in Consideration.
- j. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business on the fifteenth (15th) of each month for prevention activities provided during the previous month.
- k. "Treatment Provider Worksheet" or "TPW" means the listing of the DSHS-certified agencies who are subcontractors of the Contractor. The TPW identifies the type of service provided by each subcontractor.
- l. "Waiting List" means a list of persons for whom a date for service has not been scheduled due to a lack of capacity. A person will be selected from the list to fill an opening based on the required order of precedence identified in the Contract.

2. Applicable Law.

This Contract contains links to both DSHS and Federal websites to provide references, information and forms for your use. Links may break or become inactive if a website is reorganized; DSHS is not responsible for links that do not respond as expected.

These legal resources identified below are incorporated by reference and include but are not limited to the following:

a. 21 CFR Food and Drugs

Chapter 1, Subchapter C, Drugs: General

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=e05a5d3b5c9521fa83bb6cf863ec842d&c=ecfr&tpl=/ecfrbrowse/Title21/21cfrv4_02.tpl

b. 42 CFR Subchapter A--General Provisions

Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title42/42cfr2_main_02.tpl

Part 8 Certification of Opioid Treatment Programs

http://www.access.gpo.gov/nara/cfr/waisidx_08/42cfr8_08.html

c. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Prevention and Treatment Block Grant

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cf5634f82becd9d1bdf1f59a5d478a12&rgn=div5&view=text&node=45:1.0.1.1.54&idno=45#45:1.0.1.1.54.12>

d. Office of Management and Budget (OMB) links regarding federally required audit requirements A-87, A-122, A-133

http://www.whitehouse.gov/omb/circulars_default/ (scroll just over halfway down the page)

e. Washington Administrative Code, Department of Social and Health Services (WAC) Chemical Dependency assistance programs 388-800, Certification Requirements 388-805, WorkFirst 388-310

<http://apps.leg.wa.gov/wac/default.aspx?cite=388>

Washington Administrative Code, Department of Early Learning 170.295, 170.296

<http://apps.leg.wa.gov/wac/default.aspx?cite=170>

f. Revised Code of Washington (RCW)

Counselors 18.19, CDP's 18.205, Regulation of Health Professions 18.130, Abuse of Children 26.44, Public Officers and Agencies 42, State Government (Executive) 43, Rules of the Road 46.61, Uniform Controlled Substances Act 69.50, Treatment for alcoholism, intoxication, and drug addiction 70.96A, Involuntary Commitment 70.96A.140, Developmental Disabilities 71.A, Abuse of Vulnerable Adults 74.34, Alcoholism and drug addiction treatment and support 74.50

<http://apps.leg.wa.gov/rcw/>

g. Budgeting, Accounting and Reporting System (BARS) including the DASA BARS Supplement

<http://www.sao.wa.gov/EN/Audits/LocalGovernment/BarsManuals/Documents/2-dshsalcohol2011.pdf>

h. Specific references may be found in individual contract sections.

3. Purpose.

The purpose of this Contract is for the Contractor to provide chemical dependency prevention, as part of the P-I-T-A continuum. These services and activities are identified and defined in RCW 70.96A and WAC 388-805.

4. Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. Background Checks (RCW 43.43, WAC 388-805-200)

- (1) The Contractor shall ensure a criminal background check is conducted for all staff members; subcontractors, such as treatment staff members, prevention staff members, case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- (2) Background checks shall be done
 - (a) At the time of the initial employment decisions. (RCW 43.43.834(5)).
 - (b) When an employer knows or has reason to believe that a disqualifying conviction or finding occurred after completion of the most recent background check. (RCW 43.43.832(8)(d)).

b. Six-year Strategic Plan Progress Report

The Contractor shall:

- (1) Review, update, and report progress made on the 2007 – 2013 Strategic Plan submitted to DSHS prior to July 1, 2007.
- (2) Use both the previously published Strategic Plan Guidelines and the Addendum to the guidelines when preparing the progress report.

The previously published guidelines and the Addendum to the guidelines can be accessed on the Provider page of the DSHS website at <http://www.dshs.wa.gov/DBHR/>.

- (3) Submit the Progress Report for the 2007 – 2013 Strategic Plan to the appropriate BHA by September 30, 2012.

c. Prevention Services (42 USC 300x-28(c) and 45 CFR 96.132(c))

For the period July 1, 2011 through June 30, 2013, the County shall use prevention funds to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, tobacco, and other drugs. Prevention programs and services include, but are not limited to:

(1) Coordination of Prevention Services

The County shall ensure:

- (a) Subcontractor monitoring, using a DSHS-approved protocol, including annual on-site reviews of programs that directly serve children and/or families.
- (b) News media notifications, as appropriate, when subcontractors are awarded DSHS funds;

the County is encouraged to develop articles on their prevention programs and acknowledge DSHS as the funding source. The funding source shall be cited as: Washington State Department of Social and Health Services – Behavioral Health and Recovery.

(2) Community Coordination

- (a) Services shall reflect work of the primary prevention staff coordinating, organizing, building capacity, providing education and information related to prevention initiatives in the community.
- (b) Services shall be tied to priorities, goals, and objectives as described in their (6-year) Strategic Plan.

(3) Prevention Programs

The Contractor shall choose which programs to implement based on their priorities, goals, and objectives as described in their (6-year) Strategic Plan and enter them into PBPS by July 31, 2011. The County shall:

- (a) Ensure sixty percent (unless otherwise negotiated with DBHR) of programs supported by DSHS funds will be replication or adaptation of "Evidence-based Practices" substance abuse prevention programs as identified in PBPS.
- (b) Ensure all of the programs supported by DSHS will meet the Center for Substance Abuse Prevention's (CSAP) Principles of Effective Substance Abuse Prevention, which can be found in the PBPS.

(4) Prevention Programs with Special Funding Requirements

Counties participating in the Prevention Redesign Initiative (PRI), Cohort 1 beginning July 1, 2001 and Cohort 2 beginning and Cohort 2 beginning July 1, 2012.

The Contractor shall:

- (a) Provide PRI services in accordance with the Key Objectives found on the Athena Forum Website, www.theathenaforum.org which outlines the minimal standards to participate in Cohort 1 of the PRI.
 - i. Implement the Key Objectives according to the Prevention Redesign Initiative Task Categories document accessible at: www.theathenaforum.org.
 - ii. Permit the Community Coordinator associated with the PRI Cohort 1 and 2 to have direct communication with the DBHR designated Prevention System Manager.
 - iii. Submit information pertaining to progress on the Task Categories as requested by DBHR.
 - iv. Report monthly prevention services and activities in accordance with the requirements and timelines to be negotiated with the DSHS Contact identified on page 1 of the Contract.
 - v. Implement evaluation in accordance with the DBHR statewide PRI evaluation plan.

(b) Community Prevention Training System – Special Funding Requirements

The Contractor receiving prevention training funds allocation based on its current "Counties Like Us" classifications in the Risk and Prevention Profile for Substance Abuse Prevention identified on the SRP for the Community Prevention Training System (CPTS) shall:

- i. Ensure the CPTS training allocation is used solely for training opportunities that will increase contractor capacity to implement science-based substance abuse prevention programming as negotiated with their BHA.
- ii. Ensure the training allocation is used to support the contractor's stated goals and objectives as identified in their needs assessment process.
- iii. Ensure prevention services subcontractors are effectively trained to implement the programs they agree to provide.
- iv. Ensure the training allocation is used to support training of staff or subcontractors in Best Practices or Promising Approaches (evidence-based programs) or practices, or to increase capacity to implement Best Practices or Promising Approaches (evidence-based programs). "Increasing capacity" means activities like grant writing training, board training, and community organizing or volunteer recruitment training.
- v. Collaborate with other Counties whenever possible in the planning of local or regional training events.
- vi. Report training events in the DSHS Performance Based Prevention System in accordance with the requirements and timelines to be negotiated with the DSHS Contact identified on page 1 of the Contract.
- vii. Ensure training funds are not used to support employee wages or benefits, or program implementation.
- viii. Ensure training that requires travel follows state travel reimbursement guidelines accessible at: <http://www.ofm.wa.gov/policy/10.90.htm>.

(5) Prevention Reporting

(a) Prevention Reporting Requirements

The Contractor shall:

- i. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.
- ii. Develop and submit a protocol for monitoring subcontractors.
- iii. Conduct an on-site visit of prevention subcontractors.

(b) Prevention Activity Data Reports – See Section 5 (d), Prevention Report Schedule / Due Dates, below for schedule and reporting due dates.

The Contractor shall:

- i. Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth below.
- ii. Ensure demographic information is provided for each participant in single events, mentoring, environmental and recurring programs.

- iii. Ensure any requests for extensions to reporting deadlines or exceptions to reporting are requested in writing and sent directly to the Prevention System Manager with sufficient time before the report due date so the Prevention System Manager approves the extension or exception request before the date the report is due.
- iv. Provide Community Coordination Reports on its efforts in the PBPS for each month of the calendar year.

(c) Outcome Measures

- i. The Contractor shall report on all Assigned Program Measures identified in the PBPS.
- ii. Special situations and exceptions regarding Assigned Program Measures identified in the PBPS include, but are not limited to, the following:
 - (A) The Contractor may negotiate with the Prevention System Manager to reduce multiple administrations of surveys to individual participants.
 - (B) Participants in recurring program groups in which the majority of participants are younger than 10 years old on the date of that group's first service.
 - (C) Recurring programs that spend less than \$1,000 of DSHS prevention funds.
 - (D) Programs that only provide single service events.
 - (E) Community Coordination services.
 - (F) Environmental/Media services.

(d) Prevention Report Schedule / Due Dates

REPORTING PERIOD	REPORT(s)	Report Due Dates	Reporting System
One-time Reports	Programs approved by DBHR for Biennium ending July 31, 2013	July 31, 2011	PBPS
	GPRA measures	As requested	
Monthly	Prevention activity data input for all active services including outcome measures	15 th of each month for activities from the previous month	PBPS
Monthly	Community Coordination Reports Training Activity Reports	15 th of each month for activities from the previous month	PBPS
Monthly	Community Prevention Training System	15 th of each month for trainings from the previous month	PBPS
Extension Request	Any report	Approved in writing by the RPM prior to the report due date	RPM

(6) Performance Work Statement / Evaluation

- (a) The Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group.
 - i. Positive outcomes means that at least half of the participants in a group report change between pre and post test consistent with the positive outcome goal.
 - ii. Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).
 - iii. Survey results will be compared against the stated outcome for the program.
 - iv. Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.
- (b) DSHS shall use the following protocol for evaluation:
 - i. Matched pre-test and post-test pairs will be used in the analysis.
 - ii. To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests:
 - (A) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.
 - (B) Example: there are 10 pre-tests and 7 post-tests. The denominator would be 8 and the maximum numerator would be 7.
- (c) Different groups receiving the same program will be clustered by school district.
 - i. In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
 - ii. The results of one provider in a given school district will not impact another provider in the same district.
- (d) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the outcome linked to the program in PBPS will be used.
- (e) Results for groups with services that span two contracting periods will be analyzed in the contracting period that the post-test was administered.
- (7) If fewer than half of the participants in a group, within a given school district, report positive change in the intended outcome:
 - (a) The Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliance program to the DSHS manager within 45 days of notice by DSHS.
 - (b) Reimbursement for the CSAP Category row on the A19 for that program will be held until the PIP is approved by the DSHS manager.
 - (c) If a second group within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken.
 - i. In cases where there is no active non-compliant program, the County shall discontinue implementation of that program within the specified geography.

- ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups will be allowed to complete the expected number of sessions. No new groups will be started.
- iii. Following the conclusion of all groups completing the program, results will be reviewed for those groups.
- iv. If the results do not show positive change for each group, the County shall take the following action:
 - (A) In cases where the program is being delivered by a single provider in the specified geography, the County shall discontinue implementation of that program in the specified geography.
 - (B) In cases where the program is being delivered by multiple providers in the specified geography, the County shall discontinue implementation of that program by the underperforming provider in the specified geography.

5. Subcontract Language.

a. Subcontract Content.

- (1) The Contractor shall include in its boilerplate language all requirements and conditions in this Contract that the Contractor is required to meet when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:
 - (a) Identification of funding sources (see Section ^{11 Ca} 15. c. Federal Block Grant Funding Requirements below).
 - (b) That subcontracts shall be cost related as defined in BARS.
 - (c) That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
 - (d) What actions the Contractor will take in the event of a termination of a subcontractor to ensure all prevention data on services provided have been entered into the PBPS.
 - (e) Audit requirements - OMB Circular A-133 audit requirements if applicable to the subcontractor
 - (f) Authorizing facility inspection
 - (g) Background Checks
 - (h) Conflict of interest
 - (i) Debarment and suspension certification
 - (j) Indemnification
 - (k) Nondiscrimination in employment
 - (l) Nondiscrimination in prevention activities
 - (m) Performance Based Contracts

- (n) Providing data
- (o) Records and reports
- (p) Requirements outlined in the Data Sharing provision in the Contract
- (q) Services provided in accordance with law and rule and regulation
- (r) PBPS data input and reconciliation
- (s) Unallowable use of federal funds

b. Subcontract Inspection

c. DSHS reserves the right to inspect any subcontract document.

6. Subcontractor Monitoring.

a. On-Site Monitoring:

The Contractor shall

(1) Conduct a subcontractor review which shall include at least one on-site visit during the biennium Contract period to each subcontractor site providing treatment services during the period of performance of this Contract in order to monitor compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract.

(2) Include written documentation of each on-site visit in the annual report on the "Subcontractor On-site Form." A copy of the full report shall be kept on file by the Contractor.

b. PBPS Monitoring

The contractor shall ensure that subcontractors have entered services funded under this Contract in the PBPS.

c. Additional Monitoring Activities

The Contractor shall maintain records of additional monitoring activities in the Contractor's subcontractor file and make them available to DSHS upon request including any audit and any independent documentation.

7. Consideration:

Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$65,430, including any and all expenses, and shall be based on the following:

a. Source of Funds:

(1) The source of funds is the federal Substance Abuse Prevention and Treatment (SAPT) Block Grant. The Catalog of Federal Domestic Assistance number is 93.959.

(2) Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year as follows:

(a) \$30,215 for the first fiscal year: July 1, 2011 through June 30, 2012

(b) \$30,215 for the first fiscal year: July 1, 2012 through June 30, 2013:

b. Reimbursable Costs

The Contractor shall ensure all expenditures for services and activities under this Contract are:

- (1) Expended for allowable costs, which are in accordance with the BARS DASA Supplement.
- (2) Submitted on the A-19 invoice appropriate for PBPS entry.

c. Expenses

The Contractor shall receive reimbursement for travel, training and other expenses as identified below or as authorized in advance by DSHS as reimbursable. The maximum amount to be paid to the Contractor for such expenses shall not exceed \$5,000, and such amount is included in the contract Maximum Agreement Amount. Such expenses may include: airfare (economy or coach class only), other transportation expenses, training fees, lodging and subsistence necessary during periods of required travel. The Contractor shall receive compensation for travel expenses at current State of Washington travel reimbursement rates.

d. Funding Allocation

The Contractor shall manage the contract to ensure that services are provided in a manner that allocates the available resources over the life of the contract.

e. Training

Funds for Community Prevention Training activities shall not exceed \$5,000 with \$2500 allocated for each fiscal year.

f. Administrative Cost Limitations

Contract funds shall not be used for administrative costs.

g. Period of Performance Service Costs

The Contractor shall ensure that service costs incurred are within the period of performance of this Contract.

h. Contractor Participation Match Requirement:

The Contractor shall provide Contractor participation match, to share in the cost of services under this Contract, in accordance with the following requirements:

- (1) The Contractor shall provide a ten percent participation match for SAPT Prevention funds. The formula for this match is the total SAPT award divided by 0.9 times 0.1. Using this formula, the match requirement for \$100,000 would be \$11,111.
- (2) Local Cost Sharing Agreement: The Contractor shall submit a completed Local Cost Sharing Agreement, along with the June monthly A19 Invoice Voucher, to their BHA annually.

i. Prevention State Grant-in-Aid Match

To utilize State Grant-In-Aid funds for Prevention Services administration the County must:

- (1) Pass a local sales tax in accordance with Senate Bill 5763, or secure local funds through other

private or public entities.

- (2) Provide a hard dollar match, used for prevention services, equal to or exceeding the amount billed to "State Grant-In-Aid" funds for prevention administration.
- (3) Submit a letter of request to the DBHR BHA identifying the:
 - (a) Amount of prevention administration funding requested, up to 8% of the total prevention allocation
 - (b) Date the local sales tax was adopted, if applicable.
 - (c) Amount and source of hard dollar match funds
 - (d) Description of prevention services to be implemented with match funds
 - (e) Proposed start date of the prevention administration (30 days advance notice required)
 - (f) Enter all services purchased through match funds into the DBHR Performance-Based Prevention System (PBPS) upon approval of the prevention administration request.
- (4) The DBHR BHA will reply, in writing, to the prevention administration request within 30 days of receipt of the request.

j. Award Adjustment Request

With regard to all prevention services:

- (1) DSHS reserves the right to reduce the Prevention funds awarded in this Contract if the Contractor fails to provide the Prevention services/activities as stated in the Performance Based Prevention System (PBPS).
- (2) If DSHS decides to exercise the right to reduce prevention funds, DSHS will provide written notification 30 days prior to the reduction. The notice will specify the reason for the reduction, the amount to be reduced, and the effective date of the reduction.

8. Billing and Payment.

a. Invoice System

The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the DSHS Contact Person stated on page one (1) of this contract, by the Contractor, not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 7, Consideration, of this Contract.

b. Billing for CSAP

The Contractor shall ensure expenditures for each of the six CSAP strategies are reported monthly as part of the A-19 invoice.

c. Timely Payment

Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and

acceptance by the DSHS Contact Person of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

d. DSHS Obligation for Payment

- (1) DSHS shall not be obligated to reimburse the Contractor for any services or activities, performed prior to having a fully executed copy of this Contract.
- (2) DSHS shall pay to the Contractor all unduplicated (see e. below) reimbursable costs, insofar as those reimbursable costs do not exceed the Contract Maximum and are in accordance with the Standards for Reimbursable Costs as defined in the DBHR/ASA BARS Manual located at incorporated herein by this reference and located at:
<http://www.sao.wa.gov/EN/Audits/LocalGovernment/BarsManuals/Documents/2-dshsalcohol2011.pdf>

e. Duplication

The Contractor assures that work performed and invoiced does not duplicate work to be charged to the State of Washington under any other contract or agreement with the Contractor.

f. Claims for Payment

The Contractor shall:

- (1) The Contractor shall submit by invoices for costs due and payable under this agreement that were incurred prior to the expiration date within 90 days of the date services were provided.
- (2) The Contractor shall submit final billing for services provided during each fiscal year within 90 days after the end of that fiscal year.

g. Billing Limitation

Unless otherwise specified in this Contract, DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

h. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

In the event the Contractor or a subcontractor fails to maintain its reporting obligations under this Contract, DSHS reserves the right to withhold reimbursements to the Contractor until the obligations are met.

(2) Recovery of Costs Claimed in Error:

If the Contractor claims and DSHS reimburses for expenditures under this Contract which DSHS later finds were (1) claimed in error or (2) not allowable costs under the terms of the Contract, DSHS shall recover those costs and the Contractor shall fully cooperate with the recovery.

9. Advance Payment and Billing Limitations.

a. Advance Payment

DSHS shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Contract.

b. Authorized Services

DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

c. Timely Billing

DSHS shall not pay any claims for payment for services submitted more than ninety (90) days after the calendar month in which the services were performed, unless otherwise specified in this Contract.

d. Multiple Payments for the Same Claim

The Contractor shall not bill DSHS for services performed under this Contract, and DSHS shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

10. DATA Security Requirements.

a. Data Protection

The Contractor shall ensure that the subcontractor takes due care to protect said data from unauthorized physical and electronic access.

b. Data Disposition

The data provided to DSHS shall be maintained in a secure fashion until such time as the Department determines that it should be destroyed.

11. Federal Block Grant Funding Requirements.

The Contractor shall comply with the following:

a. Charitable Choice (42 USC 300x-65 (see 54.8(b) and 54.8(c)(4))

(1) The Contractor shall ensure that Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug abuse prevention and treatment providers for funding.

(2) If the Contractor subcontracts with FBOs, the Contractor shall require the FBO to meet the requirements of 42 CFR Part 54 as follows:

(a) Applicants/recipients for/of services shall be provided with a choice of prevention and treatment providers.

(b) The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.

(c) The FBO shall report to the Contractor all referrals made to alternative providers.

(d) The FBO shall provide recipients with a notice of their rights.

- (e) The FBO provides recipients with a summary of services that includes any inherently religious activities.
 - (f) Funds received from the federal block grant must be segregated in a manner consistent with Federal regulations.
 - (g) No funds may be expended for religious activities.
- (3) If the Contractor subcontracts with FBOs, the Contractor shall supply in their State annual reports the number of referrals made to alternative providers by FBOs.
- (4) DSHS shall notify the Contractor if a treatment agency identifies itself as an FBO.

b. Continuing Education (42 USC 300x-28(b) and 45 CFR 96.132 (b))

The Contractor shall ensure that continuing education is provided for employees of any entity providing treatment services or prevention activities.

c. Notice of Federal Block Grant Funding Requirement

The Contractor shall:

- (1) Notify subcontractors in writing of the federal funds, when federal block grant funds are allocated by the Contractor to subcontractors for the delivery of services and activities under this Contract.
- (2) Ensure all subcontractors comply with all conditions and requirements for use of federal block grant funds within any subcontracts or other agreements. (OMB A-133)

12. Other Requirements.

a. Collaboration with other Systems (42 USC 300x-28 (c) and 45 CFR 96.132 (c))

The Contractor shall take the initiative to work with other systems to reduce fragmentation or duplication and to strengthen working relationships by addressing at least one substance abuse system issue or a collaborative effort mutually identified by the Contractor and a respective system regarding Prevention issues or efforts, examples of such systems are education, juvenile justice, and other publicly-funded entities promoting substance abuse prevention

b. Services and Activities to Ethnic Minorities and Diverse Populations

The Contractor shall:

- (1) Ensure all services and activities provided by the Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities.
- (2) Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of treatment and prevention services as identified in their needs assessment.
- (3) Take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor shall require its subcontractors to adhere to these requirements.

- (4) Report in narrative form, in their State annual report, the actions taken with the identified populations and its relationships with other agencies, The Contractor shall also describe the activities undertaken and the success of their actions.

13. Audit Requirements

If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the DSHS Contact a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.