



JEFFERSON COUNTY PUBLIC HEALTH

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

February 6, 2012

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: February 20, 2012

SUBJECT: Agenda Item – Agency Agreement – Division of Behavioral Health and Recovery with DSHS, Amendment #1, February 1, 2012 – June 30, 2013; add'l \$3,000 total \$68,430

STATEMENT OF ISSUE:

Jefferson County Public Health is requesting Board approval of the Agency Agreement – Division of Behavioral Health and Recovery with DSHS, Amendment #1, February 1, 2012 – June 30, 2013; add'l \$3,000 total \$68,430

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

The Jefferson County Prevention Redesign Initiative Coalition has recruited a qualified Healthcare Provider, Laura Shower, RN, MSN, as a member of the Coalition in an effort to build a bridge between the fields of primary health care, and drug and alcohol prevention. Laura is a Nurse Manager at Jefferson Healthcare. Laura will work with local healthcare providers in the community ensuring they have information and resource materials regarding drugs and alcohol prevention interventions. The State DBHR has awarded an additional \$3,000 as an incentive for Prevention Coalitions to do outreach with local health care community.

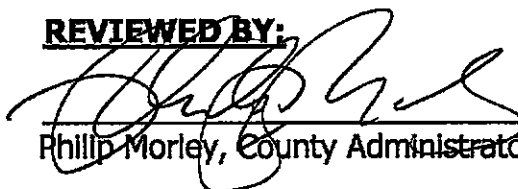
FISCAL IMPACT/COST BENEFIT ANALYSIS:


This contract is funded by the Department of Social and Health Services, Division of Behavioral Health and Recovery.

RECOMMENDATION:

JCPH management request approval of the Agency Agreement – Division of Behavioral Health and Recovery with DSHS, Amendment #1, February 1, 2012 – June 30, 2013; add'l \$3,000 total \$68,430

REVIEWED BY:


Phillip Morley, County Administrator


Date



CONTRACT AMENDMENT

DSHS CONTRACT NUMBER:
1163-27310

Amendment No. 01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Jefferson County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 615 Sheridan St Port Townsend, WA 98368-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 161-001-169	DSHS INDEX NUMBER 1223
CONTRACTOR CONTACT Jean Baldwin	CONTRACTOR TELEPHONE (360) 385-9408	CONTRACTOR FAX (360) 385-9401	CONTRACTOR E-MAIL ADDRESS jbaldwin@co.jefferson.wa.us
DSHS ADMINISTRATION Aging and Disability Services Administration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1611CS-63
DSHS CONTACT NAME AND TITLE Harvey Funai Administrator		DSHS CONTACT ADDRESS 400 Mercer Street, Suite 600 Seattle, WA 98109-4641	
DSHS CONTACT TELEPHONE (206) 272-2156		DSHS CONTACT FAX (206) 298-4443	DSHS CONTACT E-MAIL ADDRESS Harvey.Funai@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Y		CFDA NUMBERS 93.959	
AMENDMENT START DATE 02/01/2012		CONTRACT END DATE 06/30/2013	
PRIOR MAXIMUM CONTRACT AMOUNT \$65,430.00		AMOUNT OF INCREASE OR DECREASE \$3,000.00	TOTAL MAXIMUM CONTRACT AMOUNT \$68,430.00
REASON FOR AMENDMENT: CHANGE OR CORRECT OTHER: SEE PAGE TWO			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit A, Award & Revenues			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED

Approved as to form only:

David Alvaug 2/9/2012
Jefferson Co. Prosecutor's Office

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. The purpose of this amendment is to correct contract language and make adjustments to the Award & Revenues page. Ten counties have qualified for one or more projects funded by the Strategic Prevention Enhancement grant. If this county has qualified, additional language will be found at the end of the amendment.
2. Section 1, Definitions. The definition for the term, "Indigent Patients" is changed to remove references to GAU and GAX and replace them with Disability Lifeline – U and Disability Lifeline – X, respectively.
3. Section 4, Performance Work Statement – Outpatient Services, is changed as follows:
 - 4 a. (1) (a) second paragraph is changed to read: If, during any monitored calendar quarter, the County falls below the statewide mean, the County shall follow the process for correction in Section 4 b.
 - 4 a. (1) (b) second paragraph is changed to read: If, during any monitored calendar quarter, the County does not demonstrate progress towards the expected 90 day-retention goal, the County shall follow the process for correction in Section 4 c.
 - 4 a. (2) (a) second paragraph is changed to read: If, during any monitored calendar quarter, the County falls below the statewide mean, the County shall follow the process for correction in Section 4 b.
 - 4 a. (2) (b) second paragraph is changed to read: If, during any monitored calendar quarter, the County does not demonstrate progress towards the expected 90 day-retention goal, the County shall follow the process for correction in Section 4 c.
4. Section 5, Statement of Work is changed as follows:

Section 5 f., Waiting Lists, is deleted and replaced with the following:

Waiting List Requirements: All publicly-funded treatment agencies shall:

 - (1) Collect patient information as required on the DBHR Target Data Elements Waiting List-First Contact form DSHS Form #04-444.
 - (2) Enter the "Date of First Contact" into TARGET, at least every seven (7) days, by collecting data at the time the patient first contacts the agency to request services and is given a specific date for which services will begin.
5. Section 5 m. (2), first sentence is changed to read:

The Contractor shall ensure the following assessment requirements in addition to standard assessment services pursuant to WAC 388-805-310:
6. Section 5 q. (4), Prevention Programs with Special Funding Requirements, is changed to read:

For Counties participating in the Prevention Redesign Initiative (PRI) Cohort 1 beginning July 1, 2011 and Cohort 2 beginning July 1, 2012:
7. Section 5 q. (5)(a) i, Prevention Reporting Requirements, is changed to read:

Implement and monitor prevention programs and reporting to ensure compliance with all sections of this contract related to the implementation of prevention services.

8. Section 5 q. (5)(c) ii, Outcome Measures, is changed to read:

Special situations and exceptions which would exclude a program group from the reporting requirement to collect pre-test and post-test assessments include, but are not limited to, the following:

9. Section 5 q. (5)(c) ii (C), Outcome Measures, is changed to read:

Recurring programs that spend less than \$1,000 of DSHS prevention funds, per biennium.

10. Section 17, Audit Requirements, is deleted in its entirety and replaced with the following:

a. County A-133 Audit

The Contractor shall submit a copy of the A-133 audit performed by the State Auditor to the DSHS contact identified on page one of the contract within 90 days of receipt by the county of the completed audit.

b. Subcontractor Audit

(1) If a County subcontractor is subject to OMB Circular A-133, the County shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per A-133 requirements.

(2) If a County subcontractor is not subject to OMB Circular A-133, the county shall perform subrecipient monitoring in compliance with federal requirements.

11. The maximum consideration is identified on page one of this Agreement and on the attached Award and Revenues page, Exhibit A.

The following language is inserted into the contract as Section 5. Statement of Work, q. Prevention Services, (4) Prevention Programs with Special Funding requirements, (c) State Prevention Enhancement Primary Care Incentive Grant.

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

a. "Actively Involved" means participation in at least two thirds (2/3) of the Coalition meetings as documented in Performance Based Prevention System.

b. "PBPS" means the Performance Based Prevention System used by DSHS to track primary substance abuse prevention services.

c. "PRI" means Prevention Redesign Initiative.

d. "Primary Health Care Provider (PHCP)" means any person who furnishes, bills or is paid for health care services in the normal course of their business and who can influence or create change in a primary health care setting.

2. **Purpose.** The purpose of this Contract is to encourage PRI Community Coalitions to engage local Primary Health Care Providers in their substance abuse prevention efforts. The contract amendment period of performance for the State Prevention Enhancement (SPE) Primary Care Incentive Project starts February 1, 2012 and ends July 31, 2012.

3. **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. Ensure the PRI Community Coalition recruits a qualified PHCP to become an actively involved member and to act as a spokesperson for Coalition in the community.
- b. Ensure the PHCP completes at least one media engagement or public presentation as spokesperson for the Community Coalition.
- c. Ensure that the Community Coalition supports the PHCP to complete the media engagement or public presentation.
- d. Report on the process and outcomes of the Primary Health Care Provider involvement:
 - (1) Document the coalition meetings including PHCP's attendance in the PBPS by the 15th of the month following the month of service, with the exception of July's services which must be entered no later than August 6, 2012.
 - (2) Document the media interviews and public presentations made by the PHCP in the PBPS by the 15th of the month following the month of service with the exception of July's services which must be entered no later than August 6, 2012.
- e. Performance Based Contracting:
 - (1) Failure to demonstrate active involvement during the contract period from Primary Health Care Provider to DSHS' satisfaction shall result in forfeit of \$3,000.00 SPE grant award.
 - (2) Failure to demonstrate at least one media engagement or public presentation during the contract period on behalf of the Primary Health Care Provider shall result in forfeit of \$3,000.00 SPE grant award.

4. **Consideration.** Maximum consideration payable to Contractor for satisfactory performance of the work under the SPE Grant is identified on Exhibit A, Awards and Revenues. For the State Prevention Enhancement (SPE) Primary Care Incentive Project consideration is as follows:

- a. Three thousand dollars (\$3,000) will be awarded to a Contractor's Coalition when DSHS determines that, after review of data input to the PBPS, the Coalition has met all of the requirements of Section 3 Statement of Work for the Incentive Project.
- b. Funding for this project is provided by the SPE Grant # 1U79SP018669-01, CFDA #93.243.
- c. No administrative or indirect costs are allowed with this statement of work.

5. **Billing and Payment.**

NOTE: due to the short term of this grant deadlines for data entered into the PBPS are not flexible. Data input after the deadlines established in 3 d. above may not be included in the final DSHS review resulting in non-qualification for grant funds.

a. Invoice System.

DSHS shall:

- (1) Review PBPS data entered and available for review no later than 5:00 p.m. August 7, 2012 to determine if a Coalition qualifies for payment.

(2) Notify Contractor and participating Coalitions as to their status by August 8, 2012.

(3) Provide Contractor with a qualifying Coalition a copy of the specific A-19 Invoice Voucher required for this grant in the same e-mail in which status notification is made.

b. Billing Process

Once the County's Coalition is notified by the Coalition that it has met the requirements to receive grant funding for the Incentive Project, the Contractor shall:

(1) Complete and return the SPE A-19 Invoice Voucher, putting required information in the area identified as the Incentive Project to Julie Bartlett, Prevention System Manager no later than August 15, 2012.

(2) Pass funding through to qualifying Coalition within 30 days of receipt.

c. Payment

Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS Contact or designee 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.

All other terms and conditions of this Contract remain in full force and effect.

**AWARD AND REVENUES
2011-2013 Biennium**

**COUNTY Jefferson (Prevention)
PROGRAM AGREEMENT NUMBER 1163-27310**

The above named County(ies), is hereby awarded the following amounts for the purposes listed.


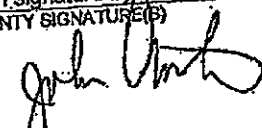
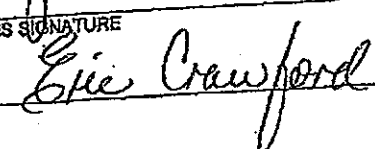
<u>REVENUE SOURCE CODE:</u>	<u>TYPE OF SERVICE</u>	<u>AWARD AMOUNTS</u>			
		<u>SFY 12</u>	<u>SFY 13</u>	<u>Biennial Funds</u>	<u>Total 11-13 Biennium</u>
933.99.59	SAPT Grant-In-Aid	\$32,715	\$32,715		\$65,430
	SAPT Base	\$0	\$0		\$0
	Prevention	\$32,715	\$32,715		\$65,430
	Community Prevention Training	\$2,500	\$2,500		\$5,000
934.04.6X	State Grant-In-Aid	\$0	\$0		\$0
	State GIA Administration	\$0	\$0		\$0
934.04.6Z	Criminal Justice Treatment Account	\$0	\$0		\$0
934.04.6X	Drug Court - State Funds	\$0	\$0		\$0
	STATE - SPECIAL PROJECTS	\$0	\$0		\$0
934.04.6X	TANF Treatment Services	\$0	\$0		\$0
934.04.6X	CA Parents in Reunification	\$0	\$0		\$0
	FEDERAL GRANTS	\$0	\$0	\$3,000	\$3,000
933.97.7B	TXIX -Fed Waiver for DL and ADATSA clients ONLY	\$0	\$0		\$0
933.92.43	Strategic Prevention Enhancement			\$3,000	\$3,000
	Total Federal Funds	\$32,715	\$32,715	\$3,000	\$68,430
	Total State Funds	\$0	\$0		\$0
TOTAL ALL AWARDS		\$32,715	\$32,715	\$3,000	\$68,430

Federal CFDA:

SAPT Grant-in-Aid -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

Title XIX - CFDA 93.778 , Strategic Prevention Enhancement - CFDA 93.243

County participation match programs include State Grant-In-Aid, Federal SAPT Grant-In-Aid, TXIX Fed Wvr and CJTA.

		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 Aging and Disability Services Administration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1223	DSHS CONTRACT CODE 1611CS-83	
DSHS CONTACT NAME AND TITLE Harvey Fuhal Administrator		DSHS CONTACT ADDRESS 400 Mercer Street, Suite 600 Seattle, WA 98109-4841		
DSHS CONTACT TELEPHONE (206) 272-2150 Ext.	DSHS CONTACT FAX (206) 298-4443	DSHS CONTACT E-MAIL fuhalhm@dshs.wa.gov		
COUNTY NAME Jefferson County	COUNTY ADDRESS PO Box 1220 1820 Jefferson Street Port Townsend, WA 98368			
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001322	COUNTY CONTACT FAX (360) 385-9401		COUNTY CONTACT E-MAIL jbaldrin@bc.jefferson.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Yes			CFDA NUMBERS 93.059	
PROGRAM AGREEMENT START DATE 7/1/2011	PROGRAM AGREEMENT END DATE 8/30/2013	MAXIMUM PROGRAM AGREEMENT AMOUNT \$85,430.00		
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: <input type="checkbox"/> Data Security: <input type="checkbox"/> Exhibits (specify): <input checked="" type="checkbox"/> 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) John Austin, Chairman Jefferson County Commissioner		DATE(S) SIGNED 9/12/11
DSHS SIGNATURE 		PRINTED NAME AND TITLE ERIC CRAWFORD SENIOR CONTRACTS MANAGER		DATE SIGNED 9-30-11

Approved as to form only:

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

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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 ¹¹45: 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 Contract 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.