



JEFFERSON COUNTY PUBLIC HEALTH

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

Consent Agenda

October 21, 2013

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: November 18, 2013

SUBJECT: Agenda Item – Agency Agreement – Division of Behavioral Health and Recovery with DSHS, Amendment #6, October 1, 2013 – June 30, 2015; language change

STATEMENT OF ISSUE:

Jefferson County Public Health is requesting Board approval of the Agency Agreement – Division of Behavioral Health and Recovery with DSHS, Amendment #6, October 1, 2013 – June 30, 2015; language change

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

This amendment represents a language change to correct errors or inconsistent language that was included in the July 2013 contract, Amendment #5.

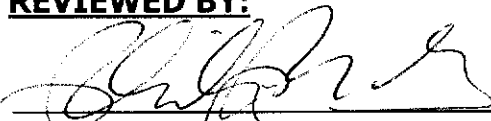
FISCAL IMPACT/COST BENEFIT ANALYSIS:

There is no fiscal impact to the department.

RECOMMENDATION:

JCPH management request approval of the Agency Agreement – Division of Behavioral Health and Recovery with DSHS, Amendment #6, October 1, 2013 – June 30, 2015; language change

REVIEWED BY:


Philip Morley, County Administrator

10/30/13
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
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CONTRACT AMENDMENT

DSHS CONTRACT NUMBER:
1163-27310

Amendment No. 06

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)
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CONTRACTOR ADDRESS 615 Sheridan St Port Townsend, WA 98368-	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 161-001-169	DSHS INDEX NUMBER 1223
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CONTRACTOR CONTACT Julia Danskin	CONTRACTOR TELEPHONE (360) 385-9420	CONTRACTOR FAX (360) 385-9401	CONTRACTOR E-MAIL ADDRESS jdanskin@co.jefferson.wa.us
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DSHS ADMINISTRATION Behavioral Health and Service Integration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1611CS-63
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DSHS CONTACT NAME AND TITLE Tiffany Villines Administrator	DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503
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DSHS CONTACT TELEPHONE (360) 725-3726	DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL ADDRESS tiffany.villines@dshs.wa.gov
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IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	CFDA NUMBERS 93.959
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AMENDMENT START DATE 10/01/2013	CONTRACT END DATE 06/30/2015
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PRIOR MAXIMUM CONTRACT AMOUNT \$93,345.00	AMOUNT OF INCREASE OR DECREASE \$0.00	TOTAL MAXIMUM CONTRACT AMOUNT \$93,345.00
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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:
 Additional Exhibits (specify):

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
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DSHS SIGNATURE	PRINTED NAME AND TITLE Mike Rice, Senior Contracts Manager	DATE SIGNED
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Approved as to form only

David Alvarez 11/4/13

**Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA**

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

1. Definitions.

The Definitions Section is modified as follows:

- a. "BHSIA" means the Behavioral Health and Service Integration Administration.

Add new subsection e as follows:

- e. "Media materials and publications" means:

News Release: A brief written announcement your agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.

Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio).

Earned Media: Published news stories (print, broadcast or online) resulting from the Counties' contacts with reporters.

Donated Media: Also known as public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors. Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube and similar sites.

2. Purpose.

The Purpose of this Contract amendment is:

- a. Correct errors, or inconsistent language that was included in the July 2013 Contract amendment.
- b. Extend the life of the current County contract for Prevention and Treatment outpatient services scheduled to expire June 30, 2013 by an additional twenty-four months.
- c. Items left unchanged remain in force.

3. Contract Term.

The term of this contract is amended to extend from July 1, 2013 until June 30, 2015.

4. Statement of Work.

Modify 1st paragraph of this section as follows:

The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, subject to the provision of funding by DSHS, as set forth below:

5. Prevention Services Statement of Work, Consideration and Billing and Payment.

Replace Sections 5a. through 5d. in their entirety with the following:

The County 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. For the period July 1, 2013 through June 30, 2015, 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:

b. Coordination of Prevention Services

The County shall ensure:

- (1) Subcontractor monitoring, using a DSHS approved subcontract monitoring protocol, including annual on-site reviews of programs that directly serve children and/or families.

The County shall obtain prior approval before entering into any subcontracting arrangement. In addition, the County shall submit to the DSHS Program Manager identified on Page 1 of the contract at least one of the following for review and approval purposes:

- i. Copy of the proposed subcontract to ensure it meets all DSHS requirements; or
 - ii. Copy of the County's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or
 - iii. Certify in writing that the subcontractor meets all requirements under the contract and that the subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language, as appropriate.
- (2) Media materials and publications developed with DSHS funds shall be submitted to the PSM for approval prior to publication (DSHS will respond within 5 working days). DSHS must be cited as the funding source in news releases, publications, and advertising messages created with or about DSHS funding. The funding source shall be cited as: Washington State Department of Social and Health Services. The DSHS/BHSIA logo may also be used in place of the above citation.

Exceptions: The County does not need to submit the following items to PSM:

- (a) Newsletters and fact sheets.
- (b) News coverage resulting from interviews with reporters. This includes online news coverage.
- (c) Newspaper editorials or letters to the editor.
- (d) Posts on Facebook, YouTube, Tumblr, Twitter and other social media sites.
- (e) When a statewide media message is developed by DBHR is localized.
- (f) When the current SAMHSA-sponsored media campaign is localized. (As of August 2013, this is the "Talk Hear You" campaign. <http://www.samhsa.gov/underagedrinking>).

(g) The County is still encouraged to submit copies of these items to PSM.

- (3) If funding permits the County to provide Community Based Coordination services in addition to meeting CPWI requirements, (i.e., Counties with communities that each have at least \$110,000 of DSHS funding budgeted for CPWI implementation, annually) services may be provided at the county level. Services shall reflect work of the County staff coordinating, organizing, building capacity, providing education and information related to prevention initiatives at the county level.

c. Community Prevention and Wellness Initiative

<http://www.theathenaforum.org/>

The County shall:

- (1) Provide CPWI services in accordance with the Key Objectives and Community Coalition Guide found on the Athena Forum website which outlines the minimal standards to participate in the CPWI.
- (2) Submit an annual budget with projected expenditures, including salary and benefits for DSHS funded prevention staff, program costs, training and travel to the Prevention System Manager within 30 days upon request. A template will be provided.
- (3) Enter approved programs into the PBPS by July 31, 2013 based on the priorities, goals and objectives described in the approved Strategic Plan. Cohort 3 approved programs include the CPWI Coalition and may include other programs as negotiated with BHA or designee.
- (4) Ensure sixty percent (unless negotiated with BHA or designee) of programs supported by DSHS funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the PBPS.
- (5) Ensure all of the programs supported by DSHS will meet the Center for Substance Abuse Prevention's (CSAP) Principles of Effective Substance Abuse Prevention, found on the Athena Forum Website.

d. Prevention Training

- (1) The County shall participate in all required training events identified by DSHS and listed in the DBHR Community Coalition Guide.
- (2) Non-Required Training in CPWI
 - (a) In the absence of a strategic plan and for trainings not identified in the approved strategic plan, all additional (non-required) training paid for by DSHS shall be approved by BHA or designee prior to training and meet the approved goals and objectives in PBPS.
 - (b) The County shall ensure any requests for training are requested in writing and sent directly to the PSM, a minimum of ten working days before the date of the proposed training. Trainings shall relate to one of the following four categories.
 - i. Coalition building and community organization.
 - ii. Capacity building regarding prevention theory and practice.

- iii. Capacity building for evidence based practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.
 - iv. Capacity building in high need communities that meets overall goals and objectives of CPWI in order to expand CPWI efforts may be approved by BHA or designee upon request.
- (c) The County shall ensure training paid for by DSHS that requires travel follows state travel reimbursement guidelines accessible at <http://www.ofm.wa.gov/policy/10.90.htm>.
- (d) The County shall bill for training events on an A-19 per BARS code 22.7 and record training events in the DSHS Performance Based Prevention System (PBPS) in accordance with the monthly reporting requirements described in Section 2. g., Prevention Report Schedule / Due Dates.

Amend subsection 5.i.(3) as follows:

(3) Funding Allocation

The County shall manage the contract to ensure that services are provided in a manner that allocates the available resources over the period of the Contract for which DSHS provides funding.

Amend subsection 5.j.(4) as follows:

(4) DSHS Obligation for Payment

DSHS shall not be obligated to reimburse the County for any services or activities, performed prior to the effective date of this Contract.

6. Incentive Research Project

a. Modify subsection 9.f.(2) as follows:

DSHS will notify you in writing and/or by e-mail of the status of your subcontractors as to:

(2) Into which each of the categories in b. and c. above it has been placed after the randomization.

b. Modify subsection 9.g.(2) as follows:

The County shall:

(2) Forward the information provided to the County in section b. and c. above to all qualified subcontractors.



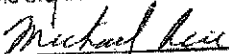
7. TARGET2000 Requirements

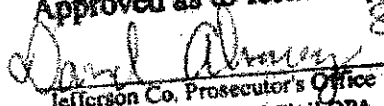
Modify subsection 10.d.(7)(a) to the following:

Work towards TARGET input data no later than 7 calendar days after service was provided.

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

AMENDMENT # 5
AS REFERENCE

		CONTRACT AMENDMENT		DSHS CONTRACT NUMBER: 1163-27310 Amendment No. 05
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		CONTRACTOR doing business as (DBA)		
Jefferson County				
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER	
615 Sheridan St Port Townsend, WA 98368		161-001-169	1223	
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS	
Julia Danskin	(360) 385-9420	(360) 385-9401	jdanskin@co.jefferson.wa.us	
DSHS ADMINISTRATION Behavioral Health and Service Integration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1611CS-63	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS		
Steve Smothers Prevention Services Lead		4500 10th Avenue SE Lacey, WA 98503		
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS		
(360) 725-3767	(360) 438-8057	smothsw@dshs.wa.gov		
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS		
No		93.959		
AMENDMENT START DATE	CONTRACT END DATE			
07/01/2013	06/30/2015			
PRIOR MAXIMUM CONTRACT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM CONTRACT AMOUNT		
\$77,805.00	\$15,540.00	\$93,345.00		
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT				
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 type="checkbox"/> Additional Exhibits (specify):				
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	
	John Austin, Chair Board of County Commissioners		08/26/13	
DSHS SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED	
	Michael Rice, Sr. Contracts Manager DBHR Contracts		8/27/13	

Approved as to form only

 Jefferson Co. Prosecutor's Office
 David Alvarez, Chief Civil DPA

b. For the period July 1, 2013 through June 30, 2015, the Contractor 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:

c. Coordination of Prevention Services

The Contractor shall ensure:

- (1) Subcontractor monitoring, using a DSHS approved subcontract monitoring protocol, including annual on-site reviews of programs that directly serve children and/or families.
- (2) Materials and media developed with DSHS funds shall be submitted to the BHA or designee for approval prior to publication. Acknowledgment of DSHS as the funding source when articles and materials related to prevention programs are published. The funding source shall be cited as: Washington State Department of Social and Health Services – Division of Behavioral Health and Recovery.

d. Prevention Redesign Initiative – link to <http://www.theathenaforum.org/> Website

The Contractor shall:

- (1) Provide PRI services in accordance with the Key Objectives and Task Guide found on the Athena Forum website which outlines the minimal standards to participate in the PRI.
- (2) Submit an annual budget with projected expenditures, including salary and benefits for DSHS funded prevention staff, program costs, training and travel to the Prevention System Manager, within 30 days upon request. A template will be provided.
- (3) Enter approved programs into the PBPS by July 1, 2013 based on the priorities, goals and objectives described in the approved Strategic Plan. Cohort 3 approved programs include the PRI Coalition and may include other programs as negotiated with BHA or their designee.
- (4) Ensure sixty percent (unless negotiated with BHA or designee) of programs supported by DSHS funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the PBPS.
- (5) Ensure all of the programs supported by DSHS will meet the Center for Substance Abuse Prevention's (CSAP) Principles of Effective Substance Abuse Prevention, found on the Athena Forum Website.

e. Prevention Training

(1) Required Prevention Training

- (a) The Contractor shall participate in all required training events identified by DSHS and listed in the DBHR PRI Task Guide.

(2) Non-Required Training in PRI

- (a) In the absence of a strategic plan, all additional (non-required) training paid for by DSHS shall be approved by BHA or designee prior to training and relate to approved goals and objectives in PBPS.

- (b) The Contractor shall ensure any requests for training are requested in writing and sent directly to the Prevention System Manager, a minimum of ten working days before the date of the proposed training. Trainings shall relate to one of the following three categories.
 - i. Coalition building and community organization.
 - ii. Capacity building regarding prevention theory and practice.
 - iii. Capacity building for evidence based practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.
- (c) The Contractor shall ensure training paid for by DSHS that requires travel follows state travel reimbursement guidelines accessible at <http://www.ofm.wa.gov/policy/10.90.htm>.
- (d) The Contractor shall record training events in the DSHS Performance Based Prevention System (PBPS) in accordance with the monthly reporting requirements described in Section 2. g., Prevention Report Schedule / Due Dates.

f. Prevention Reporting

(1) Prevention Reporting Requirements

The Contractor shall:

- (a) Implement and monitor prevention programs and reporting to assure compliance with these guidelines.
- (b) Develop and submit a protocol for monitoring subcontractors.
- (c) Conduct an on-site visit of prevention sub-contractors.

(2) Prevention Activity Data Reports – See Section 4. h., Prevention Report Schedule / Due Dates, below for schedule and reporting due dates.

(3) The Contractor shall:

- (a) Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth below.
- (b) Ensure demographic information is provided for each participant in single events, mentoring, environmental and recurring programs.
- (c) Provide Community Coalition Coordination Reports on its efforts in the PBPS for each month of the calendar year.

g. Outcome Measures

- (1) The Contractor shall report on all required pre/post-tests in PBPS Program Selection Instruments identified in the PBPS.

Special situations and exceptions regarding pre/post tests and Program Selection Instruments 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 each biennium.
- (d) Programs that only provide single service events.
- (e) Environmental/Media services.

h. Prevention Report Schedule / Due Dates Guidelines

REPORTING PERIOD	REPORT(s)	Report Due Dates	Reporting System
One time report	Programs approved by DBHR for Contract ending June 30, 2015	July 31, 2013	PBPS
	GPRA measures	As requested	
Monthly	Prevention activity data input for all active services including community coalition coordination efforts, pre-tests, post-tests, and assessments	15 th of each month for activities from the previous month	PBPS
Monthly	Training Report	15 th of each month for trainings from the previous month	PBPS

i. Performance Work Statement / Evaluation

- (1) The Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group.
 - (a) Positive outcomes means that at least half of the participants in a group report change between pre and post-tests consistent with the positive outcome goal.
 - (b) Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).
 - (c) Survey results will be compared against the stated outcome for the program.
 - (d) Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.
- (2) DSHS shall use the following protocol for evaluation:

- (a) Matched pre-test and post-test pairs will be used in the analysis.
- (b) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests:
- (c) 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.

Example: there are 10 pre-tests and 7 post-tests. The denominator would be 8 and the maximum numerator would be 7.

- (3) Different groups receiving the same program will be clustered by school district.
 - (a) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
 - (b) The results of one provider in a given school district will not impact another provider in the same district.
- (4) 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.
- (5) Results for groups with services that span two contracting periods will be analyzed in the contracting period that the post-test was administered.

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-compliant program to the BHA or designee 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 BHA or their designee.
- (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 Contractor 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 Contractor shall take the following action:
 - (A) In cases where the program is being delivered by a single provider in the specified geography, the Contractor 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 Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.

(6) A non-compliant program that resulted in the need for a Performance Improvement Plan during July 1, 2013 to December 31, 2013 will carry that record forward into the January 2014- June 30, 2015 contract period.

5. Consideration:

Maximum consideration payable to Contractor for satisfactory performance of the work under the Prevention Statement of Work is identified on the Awards and Revenue document attached as Exhibit A, including any and all expenses, and shall be based on the following:

a. 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.

b. Reimbursable Costs

The Contractor shall ensure all expenditures for services and activities under this Contract are submitted on the A-19 invoice appropriate for PBPS entry.

c. 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.

d. Administrative Cost Limitations

Contract funds shall not be used for administrative costs.

e. Period of Performance Service Costs

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

In addition, if there are unspent funds from the July 1, 2011 through June 30, 2013 time period, these funds may not be used for the July 1, 2013 to June 30, 2015 time period.

6. Billing and Payment for the Prevention Statement of Work.

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 5, 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

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.

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:

- (a) Submit 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.
- (b) The Contractor shall submit final billing for services provided during each fiscal year within 90 days after the end of that fiscal year.

g. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

(2) 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.

h. 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.

7. Subcontractor Monitoring

The following language is added as item d.

d. The Contractor shall obtain prior approval before entering into any subcontracting arrangement. In addition, the Contractor shall submit to the DSHS Program Manager identified on Page 1 of the contract at least one of the following for review and approval purposes:

- (1) Copy of the proposed subcontract to ensure it meets all DSHS requirements; or
- (2) Copy of the contractor's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or
- (3) Certify in writing that the subcontractor meets all requirements under the contract and that the subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

All remaining sections are automatically renumbered as b. through d. and remain in force.

8. Advance Payment and Billing Limitations.

The following language replaces the language in sections a. and b. of the Advance Payment and Billing Limitations section of the contract.

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.

(1) 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.

(2) Exception to 90-day billing limitation

The Contractor may submit a bill for services beyond the 90-day limitation:

- (a) When additional funds are added to or funds are decreased from the Contract by written amendment, those services previously provided shall be entered as a Community Services Fund source in TARGET.
- (b) When a billing submitted to the Medicaid payment system is denied due to ineligibility, the Contractor may submit a billing for the denied service using an A-19 invoice. The Contractor shall attach a copy of the Medicaid payment system denial to the A-19 to document the denial.

All remaining sections, items c. through e. remain unchanged and in force.

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

Exhibit A
Awards and Revenues

This document is being sent by e-mail along with the 2013-2015 amendment.

**AWARD AND REVENUES
2013-2015 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 14</u>	<u>SFY 15</u>	<u>Biennial Funds</u>	<u>Total 13-15 Biennium</u>
333.99.59	SAPT Grant-in-Aid	\$15,540	\$0		\$15,540
	SAPT Base	\$0	\$0		\$0
	Prevention	\$15,540	\$0		\$15,540
334.04.6X	State Grant-in-Aid	\$0	\$0		\$0
	State GIA Administration	\$0	\$0		\$0
334.04.6X	Criminal Justice Treatment Account	\$0	\$0		\$0
334.04.6X	Drug Court - State Funds	\$0	\$0		\$0
	STATE - SPECIAL PROJECTS	\$0	\$0		\$0
334.04.6X	TANF Treatment Services	\$0	\$0		\$0
334.04.6X	CA Parents in Reunification	\$0	\$0		\$0
	FEDERAL GRANTS	\$0	\$0	\$0	\$0
333.97.78	TXIX -Fed Waiver for DL and ADATSA clients ONLY	\$0	\$0		\$0
	Total Federal Funds	\$15,540	\$0	\$0	\$15,540
	Total State Funds	\$0	\$0		\$0
TOTAL ALL AWARDS		\$15,540	\$0	\$0	\$15,540

Federal CFDA:

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

Title XIX - CFDA 93.778

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