

**Contract #2015-16\_.1% Sales Tax\_ESD 113**

*THE .1% SALES & USE TAX CONTRACT BETWEEN "Pacific County" AND "Education Service District 113"*

**PREAMBLE**

This Contract (the "Contract") is made by and between **Pacific County** hereinafter referred to as the "County" and **Education Services District 113** hereinafter referred to as the "Contractor". County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The County has used its authority under RCW 82.14.460 to distribute additional sales and use tax of one-tenth of one percent for the delivery of mental health and chemical dependency services, and therapeutic courts.

The purpose of this Contract is to improve the health, stability, and welfare of individuals and others affected by substance use and/or mental health disorders thereby lessening the burden to the County and city resources.

**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

<b>A. For the Contractor:</b>	<b>B. For the County:</b>
Erin Riffe	Katie Lindstrom
Director Behavioral Health & Student Support	Deputy Director, Pacific County Public Health & Human Services
6005 Tye Drive SW Tumwater, WA 98512 360-464-6849	7013 Sandridge Road Long Beach, WA 98631 360-642-9300 ex 2648

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

**2. CONTRACT AWARD**

The award amount for this contract is outlined in exhibit A- Budget. County shall pay an amount not to exceed the amount shown on the in the exhibit A-Budget for the performance of all things necessary for or incidental to the performance of work as set forth in exhibit B- Scope of Work.

**3. DURATION OF CONTRACT**

The terms of this Contract and the performance of the Contractor shall commence on **January 1, 2016** and terminate on **December 31, 2017**, unless this Contract is extended by written agreement of the parties, or terminated sooner as provided herein.

**4. ELIGIBLE USE OF FUNDS**

Funding awarded under this Contract may only be used for eligible activities and expenses described in the current Scope of Work –*Exhibit B* and are incorporated by reference.

## 5. BILLING PROCEDURES AND PAYMENT

The County will pay Contractor upon receipt of properly completed County invoices, which shall be submitted to the Representative for the County not more often than monthly. All invoices shall be submitted no later than January 15, 2017 for services provided during the time period beginning January 1, 2016-December 31, 2016, and no later than January 15, 2018 for all services provided during the time period beginning January 1, 2017-December 31, 2017.

The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

- a. **Duplication of Billed Costs.** The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- b. **Disallowed Costs.** The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub-Contractors.

## 6. EVALUATION AND MONITORING

The Contractor shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County or State Auditor that are pertinent to the intent of this Contract. The County or State representative shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

## 7. INSURANCE

Without limiting the Contractor's indemnification of County, and prior to Commencement of this Contract, Contractor shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the County.

- a. **General Liability Insurance.** Contractor shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- b. **Professional Liability (Errors & Omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c. **Workers' Compensation Insurance.** Contractor shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

- d. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its sub-Contractors.

The Contractor must name the County as an additional insured. The Contractor agrees that its liability insurance shall be primary and non-contributory to the County's and that Contractor's liability insurance policy shall so state.

## **8. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. IRS Nonprofit Status Certification;
- h. Latest Agency Audit;
- i. Insurance policies required by Contractor;
- j. Indirect cost agreement, when applicable; and

## **9. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

## **10. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and State of Washington statutes and regulations
- b. Special Terms and Conditions
- c. General Terms and Conditions
- d. Statement of Work – *Exhibit B*
- e. Budget – *Exhibit A*

## **GENERAL TERMS AND CONDITIONS**

### **1. DEFINITIONS**

The terms listed below, as used in this Contract, shall have the following meanings:

- a. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- b. "Subcontract" shall mean a separate contract between the Contractor and sub-Contractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- c. "Sub-Contractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "sub-Contractor(s)" mean sub-Contractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

Subject only to the terms of section 17 of these General Terms and Conditions, this Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

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

### **4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **5. APPROVAL**

This Contract shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

### **6. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

### **7. ATTORNEY'S FEES/COST OF SUIT AND VENUE**

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

- a. **Disputes.** Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Contractor shall be decided by the County's Contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to.

- b. Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in the Superior Court of Pacific County, Washington.

- c. Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

## **8. AUDIT**

- a. General Requirements:

The Contractor is to procure audit services based on the following guidelines:

- i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any sub-Contractor also maintains auditable records.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its sub-Contractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- v. In all cases, the Contractor's financial records must be available for review by County.

## **9. CONTRACTOR SERVICES**

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in the Scope of Work - *Exhibit B*.

## 10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- a. **“Confidential Information” as used in this section includes:**
  - i. All material provided to the Contractor by the County that is designated as “confidential” by the County;
  - ii. All material produced by the Contractor that is designated as “confidential” by the County; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. **Compliance with state and federal confidentiality laws.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and in accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- c. **Unauthorized Use or Disclosure.** The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 11. COMPENSATION

- a. Payment to the Contractor for services rendered under this Contract shall be as set forth in *Exhibit A*. Where *Exhibit A* requires payments by Pacific County, payment shall be made on a cost reimbursement basis, supported unless otherwise provided in *Exhibit A*, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested. Cost reimbursement shall be based on 100% percent of capacity of allowable expenses. Allowable expenses are outlined in *Exhibit B- Scope of Work*. Grant funds are not to be used to supplant other existing grant funding for similar work per RCW 82.14.450.

- b. The Contractor shall submit an invoice, on a format approved by the County based upon the approved Contract budget (*Exhibit A*). The invoice must include a signature and date from the Contractor with the following certification:  
*I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just due and unpaid obligation against the County of Pacific, and that I am authorized to authenticate and certify to said claim.*
- c. Monthly invoices shall be submitted by the 15th calendar day of the month following the month during which services were performed under this Contract. The County shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement.
- d. The percentage of Contract award expended for monthly reimbursement of services to be provided under the terms of this Contract shall not exceed the percentage of budget period completed by more than 5%. The total amount of reimbursement requested shall not exceed the total Contract award, as stated in *Exhibit A-Budget*.
- e. At the discretion of the County, reimbursement in excess of the 5% limitation may be made to allow for increased demands for: (a) seasonal fluctuations in level of service due to the nature of the Contractor's business or industry, or (b) increased services delivered after the date on which the County has approved a written request for modification. Requests must include supporting justification including a spending plan that ensures continuity of services during term of the Contract.
- f. The Contractor may transfer contracted funds identified in *Exhibit A* between direct expense categories as long as the amount of the transfer does not exceed (10) ten percent of the total contracted funds for the current budget year and does not change the Scope of Work- *Exhibit B*. Any changes exceeding ten percent must be approved by the County.
- g. Utilization of funding available to this program will be reviewed monthly. With prior approval from the County, the Contract allocation may be reduced and re-allocated where needed if expenditures are not sufficient to fully utilize available funding.

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.

The County may withhold reimbursement payment if the Contractor fails to submit required billings and supportive documentation to the County. The Contractor's failure to submit billings as specified is grounds for the County to terminate the Contract as provided herein.

## **12. CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

## **13. DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other Contract, subcontract or other source.

#### **14. ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW), and any other applicable state or federal law related to ethics or conflicts of interest.

#### **15. INCORPORATION OF PRIOR REPRESENTATIONS**

Notwithstanding section 2 of these General Terms and Conditions, any written commitment received from the Contractor concerning this Contract shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Contract, whether or not incorporated elsewhere herein by reference.

#### **16. INDEMNIFICATION/HOLD HARMLESS**

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's sub-Contractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the Contractor's or its sub-Contractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into the Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

- a. **Participation County – No Waiver.** The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under the Contract.
- b. **Survival of Contractor's Indemnity Obligations.** The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of t Contractor his Contract.

#### **17. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County. The Contractor will not hold itself out as or claim to be an officer or employee of the County by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in *Exhibit B* and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

**18. INDUSTRIAL INSURANCE WAIVER**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**19. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- a. Affirmative action, RCW 41.06.020 (11).
- b. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- c. Discrimination-human rights commission, Chapter 49.60 RCW.
- d. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- e. Open public meetings act, Chapter 42.30 RCW.
- f. Public records act, Chapter 42.56 RCW.
- g. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**20. LICENSING, ACCREDITATION, AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**21. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

**22. MODIFICATIONS**

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

**23. NO GUARANTEE OF EMPLOYMENT**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

**24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **25. OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's sub-Contractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

## **26. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

## **27. PUBLIC RECORDS LAW**

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the CONTRACTOR agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the CONTRACTOR for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Contractor agrees to indemnify and, to the greatest extent legally possible, to hold harmless the County in any action by a third party due to the negligence, recklessness or intentional actions by the Contractor relating to its performance of this contract. This includes any lawsuit filed by a third party for the County's allegedly improper release of confidential or proprietary information pursuant to a public records request.

## **28. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

### **29. RECORDS MAINTENENCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

### **30. REPORTING**

Contractor shall submit all required reports documenting performance in a timely manner. All reports shall be submitted on approved forms and in accordance with procedures outlined in Exhibit "B"- Scope of Work. Overdue reports shall delay payment to the Contractor until the next billing month. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor or order a payment stopped to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

### **31. SUBCONTRACTING**

No duty of Contractor may be subcontracted or assigned, and no right of Contractor may be delegated without the prior written approval of the County. The County may withhold its approval in its sole and exclusive discretion without the need to state any reason for withholding its approval.

Should the Contractor wish to subcontract, assign, or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the County's Contract Representative, and shall simultaneously tender a copy thereof to the Pacific County Prosecuting Attorney, clearly marked to the "Attention: Civil Division". Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, assignment, or delegation, the Contractor shall maintain written procedures related thereto, as well as copies of all pertinent contracts, communications, and other writings (including electronic communications). For cause, the County in writing may: (a) require the Contractor to amend its procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting, assigning, or delegating with or to a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract, assignment, or delegation.

Every subcontract shall bind the sub-Contractor to follow all applicable terms of this Contract. The Contractor is responsible to the County if the sub-Contractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the sub-Contractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the County for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that the County is not liable for claims or damages arising from a sub-Contractor's performance of the subcontract. As used in this paragraph, the term *subcontract* and its derivative forms shall include an assignment or a delegation.

### **32. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

### **33. TAXES**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

### **34. TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

### **35. TERMINATION FOR CONVENIENCE**

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

### **36. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- c. Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- d. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

### **37. TREATMENT OF ASSETS**

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

The Contractor shall name the County as lien holder on certificates of title for motor vehicles.

A non-expendable personal property inventory report shall also be submitted to the County as requested. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract.

In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract. The Contractor shall include these requirements in any subcontracts.

### **38. TREATMENT OF CLIENT ASSETS**

Except as otherwise provided by court order, the Contractor shall assure that any client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's family, all the client's personal property.

**39. WAIVER**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

This Contract, including *Exhibits A & B* which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

**CONTRACTOR**  
ESD 113- True North

**PACIFIC COUNTY**  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Frank Wolfe, Chairman

\_\_\_\_\_  
Lisa Ayers, Commissioner

ATTEST:

\_\_\_\_\_  
Steve Rogers, Commissioner

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

APPROVED AS TO FORM

\_\_\_\_\_  
Prosecutor's Office WSBA#

# Exhibit A- Budget

<b>Description</b>	<b>Year One</b> <i>(January 1<sup>st</sup>- December 31, 2016)</i>	<b>Year One</b> <i>January 1<sup>st</sup> - December 31, 2017</i>	<b>Total</b>
Prevention/Intervention & Treatment Specialist at RSD, SBSD, and WVSD)	\$ 30,883	\$ 64,000	\$ 94,883

# Exhibit B - Scope of Work

## Attachment B - Project Summary

<b>Project Title</b>	Pacific County Youth System of Care
<b>Applicant Name</b>	Capital Region Educational Service District 113
<b>Project Summary</b> (Brief overview of proposal. Please limit responses to space provided)	ESD 113 True North proposes to offer Student Assistance services throughout Pacific County to include Raymond, South Bend, Willapa Valley, and North River School Districts. Student Assistance Professionals will provide substance abuse prevention and intervention services consisting of screening and assessment, substance abuse education in classrooms, individual and small group counseling, and case management and referral. The purpose of school-based Student Assistance Programs is to address nonacademic barriers related to social, emotional, and behavioral health in order to foster academic success.
<b>Amount .1% funds Requested</b>	

## Attachment C – Project Narrative

- 1) **Purpose and Project Description:** Provide a detailed description of your proposed project and its purpose. Include the following information:
  - a. Clearly state the purpose, goals and expected outcomes of your project, and identify how they will be measured.
  - b. Using the project work plan template provided (listed under #6 on following page), identify the strategies used to achieve each goal, and the specific activities that will be complete as part of the project.
  - c. Indicate whether the project is new or established. If established, please indicate the date it began.
  - d. If applicable, identify the model the project is based upon and cite related research. A list of evidence based practices can be found at:  
<http://www.nrepp.samhsa.gov/Index.aspx>.

a. Capital Region Educational Service District 113 (ESD 113) True North Student Assistance & Treatment Services proposes to offer student assistance services throughout Pacific County in Raymond, South Bend, Willapa Valley, and North River School Districts. Student Assistance Professionals will provide substance abuse prevention and intervention services consisting of screening and assessment, substance abuse education in classrooms, individual sessions, small group counseling, case management and referral services. The purpose of school-based Student Assistance Programs is to address nonacademic barriers related to social, emotional, and behavioral health in order to foster academic success.

In general, each site will meet the goals outlined in the Washington Student Assistance Prevention-Intervention program manual. Specifically the goals are: delay adolescents' initial use of alcohol, tobacco, and other drugs (ATOD), decrease adolescents' use of ATOD, and enhance resiliency of adolescents whose parents are substance abusers.

Student progress will be tracked in a database that is provided by the Office of the Superintendent of Public Instruction called RMC. Students participating in Intervention services will complete pre and post-tests to measure progress. Overall progress towards program goals will also be measured through the Healthy Youth Survey.

  - b. See template
  - c. This is not currently a service that is available in these school districts. There is minimal access to treatment services but no prevention or intervention services. If this project is funded, it will provide comprehensive behavioral health services to youth including prevention, intervention, treatment and recovery supports.
  - d. Each site will implement Student Assistance programs using the Project SUCCESS model, an NREPP best practice (<http://www.nrepp.samhsa.gov/ViewIntervention.aspx?id=71>). Project SUCCESS is a research-based program that aims to reduce known risk factors and enhance protective factors.
- 2) **Needs statement:** Describe why your project is needed. Include the following information:
  - a. Describe the causes, consequences and magnitude of the issues your project will address.

- b. Clearly show how your project aligns with the strategic themes and/or goals outlined in the Appendix – Strategic Themes & Goals
- c. Identify the project's intended audience. Include geographic areas to be served and other demographic information about project recipients.
- d. If the proposed project provides services similar to those already available in the county, clarify the need for additional services.

a. Causes

Adolescence can be a difficult time. Many changes are taking place physically, emotionally, and developmentally, which often leads to confusion and fear. This is also a time when many substance use conditions emerge or existing conditions become amplified. There is a significant lack of comprehensive prevention and intervention programming for the majority of the Pacific County School Districts to adequately address those factors that place young people at risk for substance abuse in adolescence. Additionally, the lack of systemic coordination between schools, juvenile justice programs, behavioral health services and physical health providers has created a system that is often confusing to youth and their families. The goal of True North is to provide targeted student assistance services to help prevent or minimize the progression of substance abuse during this critical developmental stage. Our model of student assistance care coordination also helps bridge the gap between the community, school and families by coordinating outreach efforts, which is essential for high-risk youth.

Consequences

True North believes that substance use affects the adolescent across multiple domains including school, family, and social life, and that with without appropriate intervention there is a high likelihood of persistent or increasing problems for the individual. Adolescents often begin using for different reasons than adults and frequently exhibit different or unique symptoms related to their substance abuse. For this reason, adolescents need prevention and intervention services that are appropriately tailored to their development stage. Prevention strategies that are aimed at addressing the reasons that adolescents start using, identifying age-appropriate consequences, increasing perception of risk of harm, building social and resistance skills, and fostering resilience and protective factors are crucial.

The need for comprehensive school-based prevention and intervention programs was demonstrated in a report published in July 2013 by the Washington State Department of Social and Health Services. This report, which describes the complex relationship between behavioral health, risk factors associated with social and health service needs, and high school progress and outcomes found that 40 percent of the 28,922 DSHS students starting 9<sup>th</sup> grade in the 2005-2006 school year had behavioral health service needs—either mental health needs, substance abuse needs, or both (co-occurring)—during their high school years. These youth represented about 12 percent of Washington State's ninth graders. Among the key findings of the report was that youth with behavioral health needs were

more likely to drop out of high school than youth without behavioral health needs. Of the youth in the DSHS report, 73% of students with only substance abuse issues dropped out. For youth with both mental health and substance abuse problems, that number was even higher with 80% dropping out. Additionally, graduation rates were low for youth with behavioral health needs, particularly if substance abuse was present. Only 19% of those with substance abuse needs and 12% of those with both mental health and substance abuse needs graduated on time.

Youth with behavioral health needs, including substance abuse, were more likely to experience an array of challenges and risk factors associated with educational failure:

- Juvenile Crime. Juvenile crime was elevated for all youth with behavioral health needs and was highest among youth with substance abuse. Only 29% of the 9,359 youth with one or more juvenile crime events graduated, compared to 64% of youth with no crime events.
- Homelessness. Youth with behavioral health needs were more likely to experience homeless spells during high school. Those with co-occurring substance abuse and mental health needs were three times more likely to have a homeless spell than those with no behavioral health needs (25% compared to 8%). Only 24% of the youth with one or more homeless episodes graduated, compared to 56% of the youth without a homeless spell.
- Emergency Room Use. Emergency rooms usage was increased four-fold among youth with co-occurring needs. All youth with behavioral health issues had elevated rates of emergency room use. Youth with both substance abuse and mental health issues averaged four emergency room visits during high school—as compared to less than one emergency room episode for youth with no behavioral health issues. Youth who did not graduate had an average of 2.3 emergency room visits during high school, compared to 1.0 visit for youth who graduated.
- School Changes. School changes were more common for all youth with behavioral health needs, and were elevated more than three-fold among youth with co-occurring needs. Youth who did not graduate had an average of 1.1 school changes during high school, compared to 0.2 for youth who graduated.
- Teen Pregnancy. Of the students studied, 1,843 young women who gave birth during their high school years. Female youth with behavioral health needs were more likely to have babies during high school. Those with co-occurring substance abuse and mental health needs were almost three times more likely to have a baby than those with no behavioral health needs (24% compared to 9%). Only 24% of the young women who gave birth to a baby graduated, compared to 63% of the young women who did not give birth during their high school years.

Michael Dennis et al. (2005) demonstrated that the key factors effecting the duration of a person's substance use career are: age of first use and age of first treatment episode. Dr. Dennis concluded that addiction careers were significantly longer for participants who

started using substances before the age of 15; those who started using between the ages of 15 to 20; and those who started their first treatment episode after age 24. Participants who received their first treatment episode before the age of 24 had almost half the duration of substance abuse careers as participants who started treatment later in life.

These findings continue to highlight the consequences of the lack of a comprehensive prevention, early identification/intervention and continued support model during the adolescent years. Developing these types of prevention and intervention programming helps facilitate a system of support for young people that strengthens wellness and resiliency for all youth.

### **Magnitude**

While nationally there has been a decline in adolescent substance use over the past decade, there continues to be a need for programming that targets prevention and intervention services for adolescents in schools. A review of Pacific County Healthy Youth Survey Data suggests a significant need for these kinds of services at both the middle and high school levels. In general, Pacific County students report substance use rates higher than the state average. Alcohol use is prevalent, with 23% of Pacific County 10<sup>th</sup> graders reporting current alcohol use compared to 21% statewide. Binge and heavy drinking are also higher for Pacific County 10<sup>th</sup> graders when compared to students statewide, with binge drinking being reported by 13% of students (11% statewide) and heavy drinking being reported by 11% (7% statewide). Pacific County youth also demonstrate high levels of marijuana use, with 23% of Pacific County 10<sup>th</sup> grade students reporting current use, compared to 18% statewide. Lifetime marijuana use rates are high at 32% for Pacific County 10<sup>th</sup> graders, compared to 29% statewide. Additionally, there is a concerning trend of substance use at school for students in Pacific County. In the Healthy Youth Survey, 16% of 10<sup>th</sup> graders in Pacific County reported being drunk or high at school in the past year, with 10% reporting having consumed marijuana on school property in the past 30 days and 6% reporting having had at least one drink on school property in the past 30 days.

Other risk factors associated with increased substance use issues include:

**Poverty.** Pacific County ranks higher than state averages for welfare programs such as Temporary Assistance to Need Families. The unemployment rate for Pacific County is also higher than the state average, as is free and reduced price lunch eligibility.

**Family Domain.** Pacific County had a higher rate than the state average of victims of child abuse and neglect in accepted referrals.

**Community Domain.** Pacific County ranks higher than the state average and higher than comparable counties for availability of drugs, based on alcohol retail licenses and tobacco retail and vending machine licenses.

(Source: Washington Department of Social and Health Services Risk and Protection Profile for Substance Abuse Prevention in Washington Communities: Pacific County.)

b. Our project aligns with Pacific County .1% strategic theme of Substance Abuse each goal area. Below is a summary of alignment for each Substance Abuse goal:

Goal #1: Increase access to treatment and support services that promote recovery for adults and youth for residents who do not qualify for other funding sources.

Our project locates prevention and intervention services within the school building, making these supports convenient and easily accessible for youth. Our school-based model also utilizes universal, selective and indicated programming to prevent and reduce substance use and abuse among adolescents regardless of funding. This comprehensive model ensures that all students have access to quality prevention and intervention strategies at the level most appropriate for each individual.

Goal #2: Provide services to individuals who present for treatment with a diagnosis of substance abuse as an early intervention strategy to reduce the long-term cost of providing services at a higher level.

By providing high quality prevention and intervention programming in middle and high schools, our project is designed to prevent and reduce substance use and abuse among adolescents. These services are cost effective because quality prevention programming can eliminate the need for many students to ever have to access substance use treatment. Additionally, early intervention programs reduce the cost associated with long term treatment across the lifespan and the need for higher level of care for many adolescents.

Goal #3: Promote engagement in treatment and recovery services by utilizing a best practice model that removes barriers that prevent individuals from being successful in treatment and recovery.

Each site will implement Student Assistance programs using the Project SUCCESS model, an NREPP best practice (<http://www.nrepp.samhsa.gov/ViewIntervention.aspx?id=71>). Project SUCCESS is a research-based program that aims to reduce known risk factors and enhance protective factors.

Goal #4: Provide education, screening, referral and brief intervention services in the community.

Our comprehensive school-based model blends universal prevention, with selective and indicated programming designed to prevent and reduce substance abuse among adolescents in middle and high school. Targeted education, using the Project Success Prevention Ed Series, is conducted for seventh and ninth graders in regular education and alternative schools. Selective and indicated program activities include screening, referral and brief intervention to students in Pacific County Schools.

Goal #5: Increase case management, community support, and transition services for individuals with substance use disorders who are high utilizers of local/state systems, e.g. jail, Inpatient, emergency rooms, etc.

The school based model proposed by our project includes comprehensive case management and care coordination designed to bridge the gap between the school and other community systems, including juvenile justice, behavioral health treatment and physical health treatment. This strategic outreach reduces the need for youth and families to utilize unnecessary or inappropriate services.

c. This project will deliver school-based prevention and intervention programming to middle and high school students in Pacific County schools. Specifically, services will be targeted at the Raymond, South Bend, Willapa Valley, and North River School Districts. The project will blend universal prevention activities, designed to reach all students, with selective and indicated strategies targeted at reaching youth at the highest risk for developing substance abuse problems.

d. The services proposed here are currently available in the Ocean Beach School District as part of the Community Prevention and Wellness Initiative (CPWI). Because of targeted CPWI funding these services are unavailable anywhere else in Pacific County. Our proposal demonstrates sufficient need to expand these school-based prevention and intervention services across Pacific County.

**3) Collaboration: Preference will be given to proposals demonstrating a collaborative approach. Describe any plans to collaborate with other community partners that will support project implementation. Include the following information:**

- a. **Identify other organizations that will be participating in the proposed project. Describe the roles and responsibilities of these organizations and include letters of Commitment demonstrating partner investment as an attachment to the RFP.**
  - b. **Identify (source and amount) other funding that will be used to support the proposed project.**
  - c. **Identify "in-kind" and other non-monetary resources that will support the proposed project.**
- a. The following partners have expressed their support for this project:
    - i. Deputy Jonathan Ashley, Pacific County Sheriff's Office, TAC Prevention Consultant
    - ii. Chief Dave Eastham, South Bend Police Department
    - iii. Stephen Holland, Ed.D.; Superintendent Raymond School district
    - iv. Nancy Morris, Principal, Willapa Valley Middle & High School
    - v. Jason Nelson, Principal, South Bend Junior/Senior High School
    - vi. Jim Noren, Guardian ad Litem/Juvenile Probation Officer, Pacific County Juvenile Services
    - vii. Lyndsey Owen, School Counselor, Raymond School District

- viii. Chief Chuck Spoor, Raymond Police Department
- ix. Jon Tienhaara, Superintendent, South Bend School District
- x. Officer Robert Verboomen, Raymond Police Department, TAC Prevention Consultant
- xi. Dave Vetter, Principal, Raymond Junior/Senior High School
- xii. Karla Webber, Academic Adviser, Raymond Junior/Senior High School

- b. ESD 113 True North is requesting 1/10<sup>th</sup> funding pay for staff to work 180 days at 6 hours a day. The ESD will use treatment contract funding for an additional 2 hours each day, for a total of 180 days at 8 hours day per staff. This will provide comprehensive services for youth starting with access to prevention and intervention and allowing youth to seek treatment services as needed.
- c. ESD 113 with partner with local schools including those in Raymond, South Bend, and Willapa Valley School Districts. Our agency will request participating schools provide staff a confidential space to work as well as access to a phone and internet

**4) Staffing and Organizational Experience: Provide an overview of the organization and staff who will be implementing the proposed project. Include the following information:**

- a. Discuss the capability and experience of the applicant organization.
- b. Provide information about who will be responsible for the project implementation including required qualifications for project staff.

a. Capital Region ESD 113 is one of nine regional educational service agencies in the state of Washington created by the state Legislature over 40 years ago to serve school districts and state-approved private schools within specific service areas. Our collective purpose is to ensure excellent and equitable education for all students through service and collaboration. ESD 113's purpose is to meet the expressed needs of local school districts by coordinating and conducting cooperative programs that benefit the educational needs of the young people in Lewis, Grays Harbor, Mason, Pacific, and Thurston counties in our service region.

True North Student Assistance and Treatment Services (True North) is a division of ESD 113 which is one of only two educational ESDs that are licensed chemical dependency treatment providers. Since 1998, ESD 113 has been licensed to provide adolescent outpatient/intensive outpatient chemical dependency treatment services. True North's school-based outpatient treatment services have continued to expand outpatient and Intensive outpatient services to school-age youth in Chemical Dependency, Mental Health, and in working closely with Therapeutic Courts to keep school-aged youth engaged in their educational success.

True North has extensive experience that includes close collaboration with district and school-level administrators as well as with other community-based services for adolescents. Program staff are recruited locally and often live in the communities or counties where they deliver services. They know and understand rural areas and their

residents, and are specifically trained to understand and work with adolescents within the culture of the schools.

b. Implementation will be overseen by Erin Riffe program director, Katie Cutshaw clinical supervisor, and current Pacific County clinician Jessica Verboomen. New hires will be Bachelors level or above.

Each new staff member receives a 2-day orientation along with continued training while employed. Orientation includes history and theoretical foundation of prevention models; risk and protective factor framework; substance abuse and impact on academic learning; prevention approach; social norms; screening procedures; review of group offerings; understanding COSAP students; understanding adolescent addiction; and evaluation procedures and responsibilities. Each team member attends Project Success Training within the first few months of employment and refresher technical assistance periodically. Each staff member observes for a minimum of 50 hours of direct services prior to providing any direct services independently. Staff meetings occur twice each month. These meetings provide an opportunity to staff students of concern, receive ongoing training, and review data. Additional ongoing supervision will include a minimum of two face-to-face meetings monthly between the Student Assistance Professional and their supervisor.

Staff development and training include training in Law and Ethics, Motivational Interviewing, and other trainings as identified to ensure successful implementation of programming. In the beginning of the year, there will be an all-staff training tailored to the specific needs of the program as identified by the Leadership Team, and may include: referral process, screening and assessment, interactive challenge activities, prevention topics, and/or Child Abuse and Neglect Awareness and Reporting, and cultural competency.

**5) Evaluation: Describe how project success will be measured. Include the following information:**

- a. Describe how you will ensure project fidelity.**
- b. Identify performance measures that will be tracked.**
- c. Describe how data will be used for project quality improvement.**

a. Project fidelity regarding development, implementation and sustained activity of services will be continually reviewed for improvement. The leadership and staff will collect data to provide a timeline of activities to document the refinement and implementation of the project. This data will include at a minimum: what new procedures relating to service utilization were needed and why, the results of youth input regarding development of the project, what materials are developed for education programming, what staff challenges were encountered and how they are resolved, when required staff trainings occurred, the amount of staff training conducted, the number and type of interagency agreements necessary to provide the services and manage the referral sources, what changes occur in the organizational structure as a result of the new services, fidelity to the service delivery model as planned, and adherence to project timelines.

b. Performance measures will be tracked using the RMC database, which provides data on the services offered, overall student progress and outcomes, and substance use change. The data base also includes monitoring reports to help ensure fidelity. These measures will document the ongoing service delivery to include 1) number of referrals from providers and their disposition, 2) efforts to stimulate referrals, 3) the number of students served, and 4) the number and type of services delivered. The results of these measures will provide baseline and growth measures to documenting retention in the project and follow-up assessment rates, reasons for attrition, satisfaction with the services and staff perceptions of the services and their success.

c. Project quality improvement will use data reviewing and reporting on a continual basis. Data provides an essential piece to providing an informed feedback loop to ESD 113 staff, administrators, and youth regarding important issues related to services. Issues such as student perception of the services, retention and attrition in services, student satisfaction with the services, reasons for attrition, and staff perceptions of the services, are all important in determining if changes to the service model are necessary and whether they are continuing to address the goals.

Project work template (mentioned in 1.b.) – more goals and/or activities may be added as necessary

<b>Goal One: Delay adolescent's initial use of alcohol, tobacco, and other drugs (ATOD)</b>		
<b>Strategy 1: Substance abuse education</b>		
Activity	Who is responsible?	By when?
<b>Prevention Education Series- Classroom presentations</b>	Student Assistance Professional (SAP)	December of each year
<b>Screening/Assessment-</b> Students who are referred to the program will have the opportunity to complete a brief screening/risk assessment using GAIN SS	SAP	Ongoing
<b>Educational Support Groups-</b> Provided for students identified as 'At-Risk'; 8-12 weeks to include social skills, substance abuse education, and other topics	SAP	Ongoing
<b>Student Substance Abuse Task Force-</b> Substance Abuse Prevention Clubs will be formed at sites where no such clubs exist already. If there is an existing club, the SAP offers support, guidance, etc to the club.	SAP, in collaboration with school staff/advisors	December 2016

<b>Goal Two: Decrease adolescent's use of ATOD</b>		
<b>Strategy 1: Screening/assessment</b>		
Activity	Who is responsible?	By when?
Students who are referred to the program will have the opportunity to complete a brief screening/risk assessment using GAIN SS. Students indicating a possible substance use disorder to be referred for evaluation using GAIN-I	Student Assistance Professional (SAP)	Ongoing
Students in need of services to address co-occurring	SAP	Ongoing

issues will be referred and case management will be offered to assist in these referrals (ie- chemical dependency treatment, mental health care, physical health care, family counseling)		
<b>Educational Support Groups-</b> Provided for students identified as 'At-Risk'; 8-12 weeks to include social skills, substance abuse education, and other topics	SAP	Ongoing
<b>Educational Support Groups-</b> Provided for students who have completed treatment in outpatient or inpatient settings; 8-12 weeks recovery support to include social skills, relapse prevention skills, and other topics	SAP	Ongoing

<b>Goal Three: Enhance resiliency of adolescents whose parents are substance abusers</b>		
<b>Strategy 1:</b>		
<b>Activity</b>	<b>Who is responsible?</b>	<b>By when?</b>
<b>Prevention Education Series-</b> Classroom presentations	Student Assistance Professional (SAP)	December of each year
<b>Screening/Assessment-</b> Students who are referred to the program will have the opportunity to complete a brief screening/risk assessment using GAIN SS	SAP	Ongoing
<b>Educational Support Groups-</b> Provided for students identified as a COSAP (Child of Substance Abusing Parent); 8-12 weeks to include social skills, substance abuse education, and other topics	SAP	Ongoing
<b>Student Substance Abuse Task Force-</b> Substance Abuse Prevention Clubs will be formed at sites where no such clubs exist already. If there is an existing club, the SAP offers support, guidance, etc to the club.	SAP, in collaboration with school staff/advisors	Ongoing