Washington State Department of Social & Health Services Transforming lives	**COUNTY** **PROGRAM AGREEMENT** **Prevention Services**	DSHS Agreement Number 1563-42487

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

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE
Behavioral Health and Service Integration	Division of Behavioral Health and Recovery	1231	1644CS-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Ray Horodowicz Project Manager	PO Box 45330 Olympia, WA 985045330

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360)725-1528	(360)725-2280	horodr@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Pacific County	1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Katie Oien-Lindstrom

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(360) 875-9343	(360) 875-9323	koien@co.pacific.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
Yes	93.959

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2015	06/30/2017	$132,516.00

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

☒ **Exhibits (specify): Exhibit A: Data Security; Exhibit B: Awards and Revenue**

☐ **No Exhibits.**

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

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE BHSIA Contracts	DATE SIGNED

1. Definitions.

a. "Awards and Revenues" or "A&R" details the County/Contractor's Awards and Revenues attached as Exhibit B.

b. "Awards" means the total funding of all individual awards DSHS allocates to the County/Contractor, and the total of all awards in this Contract's Maximum Amount, which is itemized, per service, in Exhibit B.

c. "BARS" means – "Fiscal/Program Requirements", see below, which replaces BARS document.

d. "BHSIA" means Behavioral Health and Service Integration Administration.

e. "Boilerplate Language" means the standard Contract language, including General and Special terms, which will be common to all subcontracts issued by the County/Contractor for provision of the services required by this Contract.

f. "Certified Prevention Professional" or "CPP" means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, www.pscbw.com.

g. "Community Prevention and Wellness Initiative" or "CPWI" means the DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by County/Contractor and approved by DSHS.

h. "Contract Coordinator" means the person designated by the legislative authority of a County/Contractor to carry out administrative and oversight responsibilities of the County prevention programs.

i. "Contract Manager" means the DSHS contact identified on page 1 of this Contract.

j. "County Coordinator" means the person designated by the legislative authority of a County to carry out administrative and oversight responsibilities of the County prevention programs.

k. "Data" means information that is disclosed or exchanged as described by this Contract.

l. "DBHR" means the Division of Behavioral Health and Recovery or its successor.

m. "DSHS Contact" means the DSHS Contact staff identified on page 1 of this Contract.

n. "DUNS" or "Data Universal Numbering System" means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.

o. "Ensure" as to this Contract means to make sure that something will happen or will be available within the resources identified in the Consideration.

p. "Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHSIA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DSHS located at:

https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Prog

ram%20Requirements%20for%20SUD.pdf

q. "Media materials and publications" means:

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

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

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

(4) Donated Media, including public service announcements: Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors.

(5) Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.

r. "Partnerships for Success" also known as Partnerships for Success 2013 or PFS means the Federal grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.243.

s. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.

t. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.

u. "Prevention System Manager" (PSM) means the designee assigned to manage day to day responsibilities associated with this Contract.

v. "Substance Abuse Block Grant" or "SABG" means Federal Substance Abuse Block Grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959.

2. Applicable Law.

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

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

a. 21 CFR Food and Drugs

Chapter 1, Subchapter C, Drugs: General

https://www.law.cornell.edu/cfr/text/21/chapter-I/subchapter-C

b. 42 CFR Subchapter A--General Provisions

Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records

https://www.law.cornell.edu/cfr/text/42/chapter-I/subchapter-A

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

https://www.law.cornell.edu/cfr/text/45/part-96/subpart-L

d. Office of Management and Budget (OMB) links regarding federally required audit requirements 2 CRF, Part 225 (A-87), 2 CFR, Part 230 (A-122), 2 CFR Part 200, Subpart F (A-133).

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

e. Fiscal/Program Requirements (Formerly BARS)

https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf

3. Purpose.

The purpose of this contract is to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth up to age 18 and young adults ages 19-25.

4. Performance Statement of Work.

The County/Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Prevention programs and services include, but are not limited to:

a. Coordination of Prevention Services.

The County/Contractor shall ensure:

(1) Provision of CPWI services in accordance with the Key Objectives found in the CPWI Community Coalition Guide located on the Athena Forum website which outlines the minimal standards to participate in the CPWI and ideal benchmarks that are possible with additional funding.
http://www.theathenaforum.org/learning_community/shared_documents_filters?tags=%22PRI+Guide%22+OR+%22CPWI+Guide%22&tid_1=All

(2) Direct recurring service programs shall be implemented in an ongoing schedule in year two (2) of this Contract as determined by a stakeholder workgroup that will be formed with DSHS to discuss, and propose the new requirement to DSHS.

(3) Submit a budget with projected expenditures, including salary and benefits for DSHS funded prevention staff, program costs, training and travel to the Contract Manager or designee, within thirty (30) days upon request. A template will be provided.

Budget adjustments that total ten percent (10%) or more from the approved County/Contractor and/or CPWI coalition budget shall submit a budget revision for approval to CM or designee at least fifteen (15) days prior to expending adjusted budget items.

(4) Ensure new hire Community Coalition Coordinators meet required position qualifications and

workstation requirements found in the CPWI Community Coalition Guide.

(a) County/Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist to Contract Manager or designee for review.

DSHS shall review and respond within forty-eight (48) business hours.

(b) DSHS reserves the right to require County/Contractor to develop a Community Coalition Coordinator training plan if candidate does not meet required qualifications.

(5) Ensure Community Coalition Coordinators are Certified Prevention Professionals (CPP).

(a) Ensure that current, non-certified Community Coalition Coordinator(s), obtains a CPP credential within twelve (12) months of contract start date; maintain for duration of contract,

(b) Ensure currently certified Community Coalition Coordinator(s) maintain CPP credential status, and

(c) Ensure Certified Prevention Professional (CPP) certification within eighteen (18) months of new Community Coalition Coordinator start date.

(6) Enter approved programs, based on the priorities, goals and objectives described in the approved Strategic Plan, into the PBPS within thirty (30) days of Strategic Action Plan approval.

(7) Ensure sixty percent (60%) of programs supported by DSHS funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the *Excellence In Prevention Strategies List* webpage on the Athena Forum website: http://www.theathenaforum.org/learning_library/ebp. Ensure that all of the programs supported by DSHS meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website. http://theathenaforum.org/sites/default/files/CSAP_Principles_of_SA_Prevention.pdf

(8) Food costs are generally unallowable during program implementation except within the following parameters:

(a) Light refreshment costs for training events and meetings lasting longer than two (2) hours in duration are allowable.

(b) Ensure that light refreshment costs do not exceed $2.50 per person.

(c) Meals may be provided for participants using SABG funds only if:

i. The training is four (4) hours or more in duration; or

ii. The program is a recurring, direct service family domain program and must be approved in strategic plan.

(d) Meals are not allowable costs with Partnerships for Success (PFS) funds.

(e) County/Contractor shall adhere to current state per-diem rates for meals found online at http://www.ofm.wa.gov/policy/10.90.htm.

(f) No more than a total of $1,000 may be spent on food or light refreshments per CPWI Coalition per year.

b. Coordination of Prevention Services.

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

If applicable to County/Contractor, develop plan for services listed above and submit to Contract Manager or designee for review and approval within sixty (60) days of contract execution.

c. Prevention Training.

(1) The County/Contractor shall participate in all required training events identified by DSHS and listed in the CPWI Community Coalition Guide.

(2) Non-Required Training in CPWI

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

(b) The County/Contractor shall ensure any requests for training are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) working days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) 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 non-CPWI communities to expand CPWI efforts and meets overall goals and objectives of CPWI may be approved by Contract Manager or designee upon request.

(3) The County/Contractor shall ensure training paid for by DSHS that requires travel follows state travel reimbursement guidelines and rates accessible at http://www.ofm.wa.gov/policy/10.90.htm.

(4) The County/Contractor shall bill for training events on an A-19 per billing code (BARS) 566.22(7) and record training events in the DSHS Performance Based Prevention System (PBPS) in accordance with the monthly reporting requirements described in Section 4. e. 2. d., Prevention Report Schedule / Due Dates.

d. Media Materials.

Media materials and publications developed with DSHS funds shall be submitted to the Contract Manager or designee for approval prior to publication (DSHS will respond within five (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 logo may also be used in place of the above citation.

Exceptions: The County/Contractor does not need to submit the following items to Contract Manager or designee:

(1) Newsletters and fact sheets.

(2) News coverage resulting from interviews with reporters. This includes online news coverage.

(3) Newspaper editorials or letters to the editor.

(4) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.

(5) When a statewide media message is developed by DSHS is localized.

(6) When the current SAMHSA-sponsored media campaign is localized. (As of October 2014, this is the "Talk. They Hear You." campaign. http://beta.samhsa.gov/underage-drinking)

e. Reporting Requirements.

(1) Prevention Reporting Requirements

The County/Contractor shall report on all requirements as identified in the DSHS Performance Base Prevention System (PBPS). DSHS reserves the right to add reporting requirements based on requirements of grants.

(2) Prevention Activity Data Reports

The County/Contractor shall:

(a) Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth in section 4.e.

i. Ensure accurate and unduplicated reporting.

ii. Ensure proper training of staff and designated staff for back-up PBPS data entry to meet report due dates.

(b) Ensure demographic information is provided for single; mentoring; environmental; and recurring services.

(c) Provide Community Coalition Coordination Reports on its efforts in the PBPS for each month of the calendar year.

Complete Prevention Reports and send to Contract Manager listed on page 1, according to the Schedule / Due Dates, below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually	Enter programs listed on approved Strategic Action Plan by DSHS into the PBPS.	Within 30 days of Strategic Action Plan approval.	PBPS
As requested	GPRA Measures.	As requested.	PBPS
Monthly	Prevention activity data input for all active services including community coalition coordination efforts, services, participant information, training, pre-tests, post-tests, and assessments.	15th of each month for activities from the previous month.	PBPS
Bi-annually (for PFS funded County/Contractor only).	Community Level Instrument – Revised (CLI-R). As required by SAMHSA.	October 15, 2015 April 15, 2016 October 15, 2016 April 1, 2017	Pep-C MRT
Monthly	Community Based Coordination Report, if indicated.	15th of each month for activities from the previous month.	PBPS

f. Outcome Measures

(1) The County/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 County/Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.

(b) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

(c) Programs that only provide single service events.

(d) Environmental and media services.

g. Performance Work Statement / Evaluation.

(1) The County/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 positive improvement or maintenance as determined by the program objective between pre and post-tests.

(b) Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).

(c) 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 ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (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 (1) provider in a given school district will not impact another provider in the same district.

i. 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.

ii. Results for groups with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.

(c) If fewer than half of the participants in a group, within a given school district, report positive change in the intended outcome:

i. The County/Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) days of notice by DSHS.

ii. Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the Contract Manager or designee or their designee.

iii. 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:

(A) In cases where there is no active non-compliant program, the County/Contractor shall discontinue implementation of that program within the specified geography.

(B) 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.

(C) Following the conclusion of all groups completing the program, results will be reviewed for those groups.

(D) If the results do not show positive change for each group, the County/Contractor shall take the following action:

- In cases where the program is being delivered by a single provider in the specified geography, the County/Contractor shall discontinue implementation of that program in the specified geography.
- In cases where the program is being delivered by multiple providers in the specified geography, the County/Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.

(4) A program that resulted in the need for a Performance Improvement Plan and Plan was approved during the July 1, 2013 to June 30, 2015 contract period will not carry that record forward into the July 1, 2015 - June 30, 2017 contract period.

(5) Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

5. Requirements.

a. Background Checks. (RCW 43.43, WAC 388-877 & 388-877B).

(1) The County/Contactor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

(2) When providing services to youth, the County/Contractor shall ensure that requirements of WAC 388-06-0170 are met.

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

The County/Contractor shall:

(1) Ensure all services and activities provided by the County/Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.

(2) Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.

(3) Take the initiative to strengthen working relationships with other agencies serving these populations. The County/Contractor shall require its subcontractors to adhere to these requirements.

c. Continuing Education.

Ensure that continuing education is provided for employees of any entity providing prevention activities. (42 USC 300x-28(b) and 45 CFR 96.132(b)).

d. Single Source Funding.

(1) The County/Contractor shall ensure all subcontractors that Single Source Funding means that a subcontractor can use only one source of funds at any given time.

(2) Each cost reimbursement Prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed

through more than one (1) funding source.

e. Contract termination notice.

The County/Contractor shall provide a minimum of one hundred-twenty (120) days written notice to DSHS to terminate contract.

f. Subrecipients.

(1) General. If the County/Contractor is a subrecipient of federal awards under any Program Agreement as defined by 2 CFR Part 200, the County/Contractor shall:

(a) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(b) Maintain internal controls that provide reasonable assurance that the County/Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(c) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(d) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County/Contractor and its Subcontractors who are subrecipients;

(e) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(f) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

(2) Single Audit Act Compliance. If the County/Contractor is a subrecipient under a Program Agreement and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the County/Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County/Contractor shall:

(a) Submit to the DSHS contact person, listed on the first page of the Program Agreement, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(b) Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

(3) Overpayments. If it is determined by DSHS, or during the course of a required audit, that the

County/Contractor has been paid unallowable costs under any applicable Program Agreement, DSHS may require the County/Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

(4) Subcontractor Audit

(a) If a County/Contractor subcontractor is subject to 2 CFR, Part 200, Subpart F, the County/Contractor shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per 2 CFR, Part 200, Subpart F requirements.

(b) If a County/Contractor subcontractor is not subject to 2 CFR, Part 200, Subpart F, the County/Contractor shall perform subrecipient monitoring in compliance with federal requirements.

g. Federal Block Grant Funding Requirements.

The County/Contractor shall comply with the following:

Charitable Choice (42 USC 300x-65 and 42 CFR Section 54)

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

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

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

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

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

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

(e) The FBO provides recipients with a summary of services that includes any inherently religious activities.

(f) Funds received from the federal block grant must be segregated in a manner consistent with Federal regulations.

(g) No funds may be expended for religious activities.

h. Notice of Federal Block Grant Funding Requirement.

The County/Contractor shall:

(1) Notify subcontractors in writing of the federal funds, when federal block grant funds are allocated by the County/Contractor to subcontractors for the delivery of services and activities under this Contract.

(2) Ensure all subcontractors comply with all conditions and requirements for use of federal block grant funds within any subcontracts or other agreements. OMB 2 CFR, Part 200, Subpart F (A-133).

(3) A portion of the funding for this contract may be from the federally funded Substance Abuse Block Grant (SABG) CFDA #93.959. The amount allocated will be detailed in the County/Contractor's authorization for service. The County/Contractor will be notified of the amount of SABG expended each calendar year.

Funds designated solely for a specific state fiscal year in this contract may be obligated only for work performed in the designated fiscal year.

6. Subcontracts.

The County/Contractor shall obtain prior approval before entering into any subcontracting arrangement. In addition, the County/Contractor shall submit the proposed subcontract to ensure it meets all DSHS requirements to the Contract Manager or designee for review and approval purposes.

a. Subcontract Language.

(1) The County/Contractor shall include in its boilerplate language all requirements and conditions in this Contract that the County/Contractor is required to meet when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:

(a) Identification of funding sources

(b) DUNS number and Zip code +4 of subcontractor

(c) How eligibility will be determined

(d) That subcontracts shall be fee-for-service, cost related, or price related as defined in Fiscal/Program Requirements

(e) That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

(f) What actions the County/Contractor will take in the event of a termination of a subcontractor to ensure all prevention data on services provided have been entered into the PBPS

(g) How service applications and recipients will be informed of their right to a grievance in the case of:

i. Denial or termination of service

ii. Failure to act upon a request for services with reasonable promptness

(h) Audit requirements - OMB 2 CFR, Part 200, Subpart F (A-133) audit requirements if applicable to the subcontractor

(i) Authorizing facility inspection

(j) Background Checks

(k) Conflict of interest

(l) Debarment and suspension certification

(m) Indemnification

(n) Nondiscrimination in employment

(o) Nondiscrimination in prevention activities

(p) Performance Based Contracts

(q) Providing data

(r) Records and reports

(s) Requirements outlined in the Data Sharing provision in the Contract

(t) Services provided in accordance with law and rule and regulation

(u) PBPS data input and reconciliation

(v) Treatment of assets

(w) Unallowable use of federal funds

b. Subcontract Inspection.

DSHS reserves the right to inspect any subcontract document.

c. Subcontractor Monitoring.

(1) County/Contractor shall submit subcontract monitoring protocol to Contract Manager or designee fifteen (15) days prior of entering into first subcontract during contract period for review and DSHS approval.

(2) On-Site Monitoring:

The County/Contractor shall

(a) Conduct a subcontractor review which shall include at least one (1) on-site visit, annually, to each subcontractor site providing services to monitor fiscal and programmatic compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract.

(b) Submit written documentation of each on-site visit to Contract Manager or designee. A copy of the full report shall be kept on file by the County/Contractor.

(3) PBPS Monitoring

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

(a) Ensure accurate and unduplicated reporting.

County/Contractor may not require subcontractor to enter duplicate prevention service data that is entered into PBPS into an additional system.

(b) Ensure proper training of staff and designated back-up staff for PBPS data entry to meet report due dates.

(4) Additional Monitoring Activities

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

d. Subcontractor Termination Requirements.

When terminating a subcontract, the County/Contractor shall withhold the final payment of any subcontract until all required PBPS reporting is complete. This also applies to all subcontractor closures.

7. Consideration.

Total consideration payable to the County/Contractor for satisfactory performance of the work under this Contract is, up to a maximum of $132,516, including any and all expenses, and shall be based on the following:

a. Reimbursable Costs.

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

(1) Incentives for performance:

(a) CPWI community will receive a $500 incentive for each performance item in section 7.a.1.c below that is achieved up to a maximum of $2000 per biennium. The incentive funds may be used for activities and training needs identified in the CPWI community's strategic plan.

(b) CPWI community performance will be reviewed for the evaluation periods listed below based on data submitted into the PBPS.

i. Evaluation Review period: July 1, 2015-December 31, 2015 based on data submitted into the PBPS by January 16, 2016;

ii. Evaluation Review period: January 1, 2016-June 30, 2016 based on data submitted into the PBPS by July 16, 2016; and

iii. Evaluation Review period: July 1, 2016-December 31, 2016 based on data submitted into the PBPS by January 16, 2017.

(c) CPWI community (ies) are eligible for incentives based on the following criteria:

i. Retention

(A) When participants within a group attend at least 80% of the group sessions for evidence-based direct recurring service programs;

(B) Program groups are designed to administer at least five (5) sessions;

(C) Group must consist of at least fifteen (15) participants; and

(D) Groups must retain a minimum of 80% of program group participants.

ii. Exceptional Outcomes

(A) When the CPWI coalition has positive outcomes for all targeted objective(s) for all recurring direct service programs for completed groups within the evaluation review period.

(B) Positive outcomes are determined by same criteria as outlined in section 4.h.

(2) Funding for earned incentives will is provided by DSHS every six months through a contract amendment.

(3) The allocation of General Fund State funds in this contract shall be used for administrative costs.

(4) The County/Contractor shall use no more than eight percent (8%) of the SABG and PFS funds for administrative costs.

(a) Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.

(b) Administrative costs are defined in the Fiscal/Program Requirements. https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf.

(c) No SABG funds allocated in this contract shall be used for administrative costs.

b. Funding Allocation.

The County/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.

c. Period of Performance Service Costs.

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

d. DSHS reserves the right to reduce the Prevention funds awarded in the Contract if the County/Contractor expenditures are below 60% of expected levels during the fiscal quarter. Expenditures will be reviewed quarterly.

Appropriate rate is defined as the percentage of expenditures being roughly equal to the percentage of time in the Contract that has passed.

e. The source of funds in this contract is the Substance Abuse Block Grant (SABG) CFDA 93.959. Partnerships for Success (PFS) 2013 CFDA 93.243 (Year 2 is September 30, 2014 to September 29, 2015, Year 3 funding is September 30, 2015 to September 29, 2016, Year 4 funding is September 30 2016 to September 29, 2017). PFS funds are not carried forward from year to year.

8. Billing and Payment.

a. Invoice System.

The County/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 A-19DBHR@dshs.wa.gov, by the County/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 the Consideration Section of this Contract.

If the limitation to not more often than monthly billing presents a fiscal hardship, the County/Contractor may submit a written request of exception to this limitation to Contract Manager or designee.

b. Timely Payment.

Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the Contract Manager or designee of the properly completed invoices. Payment shall be sent to the address designated by the County/Contractor on page 1 of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the County/Contractor for services rendered if County/Contractor fails to satisfactorily comply with any term or condition of this Contract.

c. DSHS Obligation for Payment.

DSHS shall not be obligated to reimburse the County/Contractor for any services or activities, performed prior to having a fully executed copy of this Contract.

d. Duplication.

The County/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 County/Contractor.

e. Claims for Payment.

The County/Contractor shall:

(1) Submit invoices for costs due and payable under this agreement that were incurred prior to the expiration date within ninety (90) days of the date services were provided.

(2) Submit final billing for services provided during each fiscal year within ninety (90) days after the end of that fiscal year.

f. Non-Compliance.

Failure to Maintain Reporting Requirements.

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

g. Recovery of Costs Claimed in Error.

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

9. Miscellaneous Items.

a. Complete Fiscal Attestation form and submit to Contract Manager or designee.

b. Update Contractor Intake form within thirty (30) days of County/Contractor changes and submit to Contract Manager or designee for processing.

c. Provide DUNs number and Zip Code + 4 for County/Contractor.

(1) The DUNs number is 942515065.

(2) Zip Code + 4 is 98586-0026.

HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

10. Definitions.

a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of

electronic media at 45 CFR 160.103.

g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

11. Compliance. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

12. Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:

a. Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

b. Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).

c. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:

(1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;

(4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and

(5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

13. Individual Rights.

a. Accounting of Disclosures.

(1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

(2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

(3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

(4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

(1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

(2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

(1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the

amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

(2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

14. Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

15. Obligations. To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).

16. Liability. Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

17. Breach Notification.

a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.

b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.

d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

(1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

(2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

(3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and

(4) DSHS will take appropriate remedial measures up to termination of this Contract.

18. Miscellaneous Provisions.

a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

Exhibit A – Data Security Requirements

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport**. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

   a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;

   b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **Protection of Data**. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

   a. **Hard disk drives**. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

   b. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

      For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

   c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**. Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media**.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes**.

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single

Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Data shared with Subcontractors**. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

AWARD AND REVENUES
2015-2017 Biennium

CONTRACTOR NAME Pacific County
CONTRACT NUMBER 1563-42487
COUNTY Pacific

The above named Contractor is hereby awarded the following amounts for the purposes listed.

REVENUE SOURCE CODE:	TYPE OF SERVICE	AWARD AMOUNTS			
		SFY 16	SFY 17	Biennial Funds	Total 15-17 Biennium
333.99.59	SABG Prevention	$29,742	$29,742		$59,484
334.04.6X	GF-State- Admin (for SABG Prevention)	$2,586	$2,586		$5,172
333.92.43	PFS-Total	$54,288	$13,572	$0	$67,860
	Year 2 FFY14 (7.1.15-9.29.15)	*$13,572*			*$13,572*
	Year 3 FFY15 (9.30.15-9.29.16)	*$40,716*	*$13,572*		*$54,288*
	Year 4 FFY16 (9.30.16-6.30.17)				
Total Federal Funds		$84,030	$43,314	$0	$127,344
Total State Funds		$2,586	$2,586	$0	$5,172
TOTAL ALL AWARDS		$86,616	$45,900	$0	$132,516

Federal CFDA:
SABG-Substance Abuse Block Grant -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)
PFS-Partnership for Success-CFDA 93.243 Substance Abuse and Mental Health Services Administration (SAMHSA)