



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

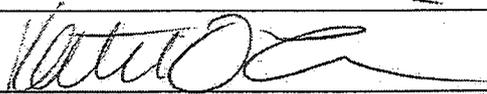
OTHER: _____

DISTRIBUTION LIST:

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|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Health & Human Services	PHONE / EXT: 2648
SIGNATURE: 	DATE: 11-18-2013
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of DSHS Agreement #1363-90025 with DSHS- Division of Behavioral Health & Recovery. This contract begins 11/01/2013 and runs through 9/30/2014. The contract provides additional funding for substance abuse prevention programming in Pacific County. The contract amount is \$54,288. Please contact me at ex 2648 with any questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: DSHS- DBHR

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
1363-90025

Contract/Agreement/Grant/Amendment #:

Indicate type: Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

Contractor Type (check all that apply): For-Profit Private Organization/Individual
 Non-Profit Public Organization/Jurisdiction
 State Sub Recipient
 Federal Other

Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):

Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000)
 Small PW Process (<\$300,000) PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real Property)
 Telecomm & Data Processing Other Services (Please Describe):

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

Insurance/Bonds Emergency Event (Purchases/Public Works)
 Single (Sole) Source Purchase* Special Facilities/Market Conditions
*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax): 54,288 TOTAL TAX:

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:

BOCC / RISK MANAGEMENT / LEGAL REVIEW

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Legal Contracting Authority/Entity

OK Comments/Changes

Business License/Professional License/Debarment

OK Comments/Changes

(Please indicate appropriate ID#)

TIN#:

UBI#:

SS#:

Background Check(s)

OK Comments/Changes

Risk Transfer - Indemnity and Insurance

OK Comments/Changes

Fund/Budget Authorization

OK Comments/Changes

EEOC/WMBE Requirements and/or Wage Determination

ADA

OK Comments/Changes

POSTED ON WEB

NOTES/COMMENTS



**COUNTY
PROGRAM AGREEMENT
Partnerships for Success**

DSHS Agreement Number
1363-90025

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 Behavioral Health and Service Integration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1231	DSHS CONTRACT CODE 1000CC-63
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DSHS CONTACT NAME AND TITLE Steve Smothers Prevention Services Lead	DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503
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DSHS CONTACT TELEPHONE (360) 725-3767	DSHS CONTACT FAX (360) 438-8057	DSHS CONTACT E-MAIL smothsw@dshs.wa.gov
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COUNTY NAME Pacific County	COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-
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COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Katie Oien-Lindstrom
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COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL koien@co.pacific.wa.us
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IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Yes	CFDA NUMBERS 93.243
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PROGRAM AGREEMENT START DATE 11/01/2013	PROGRAM AGREEMENT END DATE 09/30/2014	MAXIMUM PROGRAM AGREEMENT AMOUNT \$54,288.00
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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 Requirements
 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 DBHR Contracts	DATE SIGNED

1. Definitions.

- a. "Awards" means the total funding of all individual awards DSHS allocates to the County, and the total of all awards in this Contract's Maximum Amount, which is itemized, per service, in Exhibit B.
- b. "BARS" means the Washington State Auditor's Office Budgeting, Accounting, and Reporting System which includes the DSHS HRSA-DASA Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR.
- c. "Behavioral Health Administrator or BHA" means the DSHS contact identified on page one of this Contract.
- d. "BHISA" 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 for provision of the services required by this Contract.
- f. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.
- 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 and approved by DSHS.
- h. "Contract Coordinator" means the person designated by the legislative authority of a County to carry out administrative and oversight responsibilities of the County prevention programs.
- i. "Contract Manager" means the DSHS contact identified on page one of this Contract.
- j. "Data" means information that is disclosed or exchanged as described by this Contract.
- k. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
- l. "Ensure" as to this Contract means to make sure that something will happen or will be available within the resources identified in Consideration.
- m. "Media materials and publications" means:

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

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

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

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

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

- o. "Partnership for Success" or "PFS" means the federal grant funding officially titled the Strategic Prevention Framework- Partnerships for Success (SPF-PFS) CFDA No. 93.243 awarded to DSHS by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- p. "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.
- q. "Prevention System Manager" (PSM) means the designee assigned by the BHA to manage day to day responsibilities associated with this Contract.

2. Purpose.

The purpose of this Contract is to provide enhanced funding from the Partnership for Success (PFS) grant award for substance abuse prevention programs and services to high-need communities currently receiving funding from DSHS to implement the CPWI.

3. Statement of Work.

For the period November 1, 2013 through September 30, 2014, the County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. CPWI Enhancement

The County shall use PFS funds to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, prescription drugs and marijuana. Prevention programs and services include enhanced implementation of the CPWI.

- (1) Provide CPWI services in accordance with the Key Objectives found in the 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://wwwstage.theathenaforum.org/sites/default/files/Community%20Coalition%20Guide%20FINAL%2008%2015%2013.pdf>
- (2) Submit an annual PFS budget with projected expenditures including salary and benefits for DSHS funded prevention staff, program costs, training and travel to the Prevention System Manager (PSM), within 30 days of when this Contract is executed. A template will be provided. The PSM must approve the budget before services are implemented.
- (3) Submit and update of CPWI Coalition's approved Strategic Plan that shall include an updated logic model and an enhanced action plan for proposed services with PFS grant funds to the PSM, within 30 days of when this Contract is executed. Action Plan and Logic Model templates are available in the Community Coalition Guide. The updated plan shall demonstrate an updated summary of needs assessment information, if necessary, to update the logic model and action plan. The PSM must approve the updated plan before services are implemented.
- (4) Enter approved programs into the PBPS prior to implementation based on the priorities, goals and objectives described in the approved updated Strategic Plan. Cohort 3 approved programs include the CPWI Coalition and may include other programs as negotiated with BHA or designee.

- (5) Ensure sixty percent (unless negotiated with BHA or designee) of programs supported by DSHS funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the PBPS.
- (6) Ensure all of the programs supported by DSHS will meet the Center for Substance Abuse Prevention's (CSAP) Principles of Effective Substance Abuse Prevention, found on the Athena Forum Website.

b. Prevention Training

- (1) The County shall participate in all required training events identified by DSHS and listed in the DBHR Community Coalition Guide.
- (2) Non-Required Training in CPWI
 - (a) In the absence of a strategic plan and for trainings not identified in the approved strategic plan, all additional (non-required) training paid for by DSHS shall be approved by BHA or designee prior to training and meet the approved goals and objectives in PBPS.
 - (b) The County shall ensure any requests for training are requested in writing and sent directly to the PSM, a minimum of ten working days before the date of the proposed training. Trainings shall relate to one of the following four categories.
 - i. Coalition building and community organization.
 - ii. Capacity building regarding prevention theory and practice.
 - iii. Capacity building for evidence based practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.
 - iv. Capacity building in high need communities that meets overall goals and objectives of CPWI in order to expand CPWI efforts may be approved by BHA or designee upon request.
- (3) The County shall ensure training paid for by DSHS that requires travel follows state travel reimbursement guidelines accessible at <http://www.ofm.wa.gov/policy/10.90.htm>.
- (4) The County shall bill for training events on an A-19 per BARS code 22.7 and record training events in the DSHS Performance Based Prevention System (PBPS) in accordance with the monthly reporting requirements described in Section 2. d., Prevention Report Schedule / Due Dates.

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

- (1) The County 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 shall ensure that requirements of WAC 388-06-0170 are met.

d. Media Materials

Media materials and publications developed with DSHS funds shall be submitted to the PSM for approval prior to publication (DSHS will respond within 5 working days). DSHS must be cited as the funding source in news releases, publications, and advertising messages created with or about DSHS funding. The funding source shall be cited as: Washington State Department of Social and Health Services. The DSHS/BHSIA logo may also be used in place of the above citation.

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

- (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 and other social media sites.
- (5) When a statewide media message is developed by DBHR is localized.
- (6) When the current SAMHSA-sponsored media campaign is localized. (As of August 2013, this is the "Talk Hear You" campaign." <http://www.samhsa.gov/underagedrinking>).
- (7) The County is still encouraged to submit copies of these items to PSM.

e. Reporting Requirements.

(1) PFS Grant Reporting Requirements

The County Shall report on all required PFS grant requirements as identified in the DSHS Performance Base Prevention System (PBPS). Specific reporting elements shall be identified by DSHS at a later date. DSHS reserves the right to add reporting requirements based on requirements of PFS grant.

(2) Prevention Activity Data Reports

The County shall:

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

REPORTING PERIOD	REPORT(s)	Report Due Dates	Reporting System
One-time Reports	Programs approved by DBHR for Year ending September 30, 2014	30 days after execution of Contract	PBPS
As requested	GPRA Measures	As requested	PBPS
Monthly	Prevention activity data input for all active services including community coordination coalition efforts, services, participant information, pre-tests, post-tests, and assessments.	15 th of each month for activities from the previous month	PBPS
	Community Based Coordination (<i>if applicable</i>)	15 th of each month for activities from the previous month	PBPS
	Training Report	15 th of each month for activities from the previous month	PBPS

(3) Outcome Measures

The County 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 may negotiate with the Prevention System Manager to reduce multiple administrations of surveys to individual participants.
- (b) Participants in recurring program groups in which the majority of participants are younger than 10 years old on the date of that group's first service.
- (c) Recurring programs that spend less than \$1,000 of DSHS prevention funds each biennium.
- (d) Programs that only provide single service events.
- (e) Environmental/Media services.

(4) Performance Work Statement / Evaluation

- (a) The County shall ensure program results show positive outcomes for at least half of the participants in each program group.
 - i. Positive outcomes means that at least half of the participants in a group report change between pre and post-tests consistent with the positive outcome goal.

- ii. Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).
- iii. Survey results will be compared against the stated outcome for the program.
- iv. Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.

(b) DSHS shall use the following protocol for evaluation:

- i. Matched pre-test and post-test pairs will be used in the analysis.
- ii. To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests:
- iii. If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

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

(c) Different groups receiving the same program will be clustered by school district.

- i. In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
- ii. The results of one provider in a given school district will not impact another provider in the same district.

(d) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the outcome linked to the program in PBPS will be used.

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

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 shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the DSHS CONTACT or designee within 45 days of notice by DSHS.
- ii. Reimbursement for the CSAP Category row on the A19 for that program will be held until the PIP is approved by the DSHS CONTACT 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 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 shall take the following action:

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

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

(5) Monitoring

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

4. Subcontracts.

a. Subcontract Language.

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

- (1) Identification of funding sources
- (2) How eligibility will be determined
- (3) That subcontracts shall be fee-for-service, cost related, or price related as defined in BARS
- (4) 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
- (5) What actions the County 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
- (6) How service applications and recipients will be informed of their right to a grievance in the case of:
 - (a) Denial or termination of service
 - (b) Failure to act upon a request for services with reasonable promptness

- (7) Audit requirements - OMB Circular A-133 audit requirements if applicable to the subcontractor
- (8) Authorizing facility inspection
- (9) Background Checks
- (10) Conflict of interest
- (11) Debarment and suspension certification
- (12) Indemnification
- (13) Nondiscrimination in employment
- (14) Nondiscrimination in prevention activities
- (15) Performance Based Contracts
- (16) Providing data
- (17) Records and reports
- (18) Requirements outlined in the Data Sharing provision in the Contract
- (19) Services provided in accordance with law and rule and regulation
- (20) PBPS data input and reconciliation
- (21) Treatment of assets
- (22) Unallowable use of federal funds

b. Subcontract Inspection

DSHS reserves the right to inspect any subcontract document.

c. Subcontractor Monitoring.

(1) On-Site Monitoring:

The County shall

- (a) Conduct a subcontractor review which shall include at least one on-site visit, during the Contract period, to each subcontractor site providing services to monitor compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract.
- (b) Include written documentation of each on-site visit in the annual report on the "Subcontractor On-site Form." A copy of the full report shall be kept on file by the County.

(2) PBPS Monitoring

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

(3) Additional Monitoring Activities

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

- (4) Subcontractor monitoring, using a DSHS approved subcontract monitoring protocol, including annual on-site reviews of programs that directly serve children and/or families.
- (5) The County shall obtain prior approval before entering into any subcontracting arrangement. In addition, the County shall submit to the DSHS Program Manager identified on Page 1 of the Contract at least one of the following for review and approval purposes:
 - (a) Copy of the proposed subcontract to ensure it meets all DSHS requirements; or
 - (b) Copy of the County's standard Contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or
 - (c) Certify in writing that the subcontractor meets all requirements under the Contract and that the subcontract contains all required language under the Contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

d. Subcontractor Termination Requirements.

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

5. Consideration.

Total consideration payable to the County for satisfactory performance of the work under this Contract is up to a maximum of \$54,288, including any and all expenses, and shall be based on the following:

- a. The source of funds is the Partners for Success Grant. The Catalog of Federal Domestic Assistance number is 93.243.
- b. Reimbursable Costs

The County shall ensure all expenditures for services and activities under this Contract are submitted on the A-19 invoice appropriate for PBPS entry.
- c. The County shall use no more than eight (8) percent of the total PFS funds for administrative costs.
 - (1) Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.
 - (2) Administrative costs are defined in the DSHS HRSA-DASA Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR.
- d. Funding Allocation

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

e. Period of Performance Service Costs

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

- f. DSHS reserves the right to reduce the PFS funds awarded in the Contract if the County 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.

6. Billing and Payment.

a. Invoice System

The County shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the DSHS Contact Person stated on page one (1) of this Contract, by the County, 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.

b. Timely Payment

Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the DSHS Contact Person of the properly completed invoices. Payment shall be sent to the address designated by the County on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the County for services rendered if County 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 for any services or activities, performed prior to having a fully executed copy of this Contract.

d. Duplication

The County 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.

e. Claims for Payment

The County shall:

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

f. Non-Compliance

(1) Failure to Maintain Reporting Requirements

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

g. Recovery of Costs Claimed in Error:

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

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 subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Marie Guernsey

From: Katie Oien Lindstrom
Sent: Monday, November 18, 2013 2:37 PM
To: Marie Guernsey
Cc: Tessa Clements; Kathy Langbraaten
Subject: FW: DSHS Contract for Signature 1363-90025
Attachments: 1363-90025 Pacific County.pdf; 20131118_171256.pdf

Hi Marie,

Can you please add this to the next agenda? Tessa, can you drag to the shared drive and then track for signatures after the meeting. The address/contact info for where to send the contract is in the email below (highlighted).

Thanks,
Katie

From: DSHS ADS DBHR Contracts [<mailto:DBHRContracts@dshs.wa.gov>]
Sent: Wednesday, November 13, 2013 3:54 PM
To: Katie Oien Lindstrom
Cc: DSHS ADS DBHR Contracts; Smothers, Steve (DSHS/BHSIA/CD)
Subject: DSHS Contract for Signature 1363-90025

Attached please find an electronic version (pdf) of the proposed contract to provide services for the Department of Social and Health Services. Please carefully review the document, and if the terms and conditions are acceptable return as soon as you can.

DSHS considers an executed pdf as an original signature. To expedite the process, we can complete execution by returning a fully executed pdf document to you and bypass the use of the postal service.

If you consider a signed pdf document as an original:

- Print.
- Have the authorized signatory sign and date where indicated on Page 1 of the document.
- Scan the **entire** signed and dated document.
- **Reply** to this email and attach the scanned pdf document.

Once we receive your email of the signed and dated document, a fully executed pdf of the document will be returned to you by email for your permanent files.

*If you **do not** consider a pdf document as an original:*

- Print two (2) originals.
- Have the authorized signatory sign and date both originals where indicated on Page 1 of the document.
- Return both signed and dated originals to the address below.

Once we receive your signed and dated originals, a fully-executed hard copy of the document will be returned to you for your permanent files.

Thank you.

DSHS/ADS/DBHR Contracts
PO Box 45525 (US mail)

Olympia, WA 98504-5525
4450 10th Ave SE (express mail)
Lacey, WA 98503
dbhrcontracts@dshs.wa.gov
Fax: (360) 725-2280

cc: Contract File

Tonja M. McDougall

Administrative Assistant
Department of Social and Health Services
Aging and Disability Services
Division of Behavioral Health and Recovery