



## CONTRACT AMENDMENT Partnerships for Success

DSHS CONTRACT NUMBER:  
1363-90025

Amendment No. 01

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

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Pacific County			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-			1231
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Katie Oien-Lindstrom	(360) 875-9343	(360) 875-9323	koien@co.pacific.wa.us
DSHS ADMINISTRATION Behavioral Health and Service Integration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1000CC-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 ADDRESS	
(360)725-1528	(360)725-2280	horodr@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS	
Yes		93.243	
AMENDMENT START DATE	CONTRACT END DATE		
10/01/2014	06/30/2015		
PRIOR MAXIMUM CONTRACT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM CONTRACT AMOUNT	
\$54,288.00	\$40,716.00	\$95,004.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT			
<b>ATTACHMENTS.</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input type="checkbox"/> Additional Exhibits (specify):			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
	BHSIA		

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

Updated Special Terms and Conditions language; added to Section 1. Definitions I. Fiscal/Program Requirements; added to Section 2. Purpose additional language; updated report due date in Section 3. e. 2. (d); updated Section 5. Consideration to reflect the contract increase.

**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. "Behavioral Health Administrator or BHA" means the DSHS contact identified on page one of this Contract.
- c. "BHSIA" means Behavioral Health and Service Integration Administration.
- d. "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.
- e. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.
- f. "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.
- g. "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.
- h. "Contract Manager" means the DSHS contact identified on page one of this Contract.
- i. "Data" means information that is disclosed or exchanged as described by this Contract.
- j. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
- k. "Ensure" as to this Contract means to make sure that something will happen or will be available within the resources identified in the Consideration.
- l. "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 DBHR now located at:  
<http://www.dshs.wa.gov/pdf/dbhr/2014%20CD%20Fiscal-Program%20Requirements.pdf>
- 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. "Partnerships 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 (15<sup>th</sup>) 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.

Additional Targeted Enhancement Projects(s) may be implemented if requested through scored application and if selected will be defined in an amendment.

## **3. Statement of Work.**

For the period October 1, 2014 through June 30, 2015, 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://www.theathenaforum.org/updated\\_cpwi\\_community\\_coalition\\_guide\\_september\\_2014](http://www.theathenaforum.org/updated_cpwi_community_coalition_guide_september_2014)
- (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 request. 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, in accordance with the Community Coalition Guide. 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.
- (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 Substance Abuse Prevention, found on the Athena Forum Website. [http://theathenaforum.org/sites/default/files/CSAP\\_Principles\\_of\\_SA\\_Prevention.pdf](http://theathenaforum.org/sites/default/files/CSAP_Principles_of_SA_Prevention.pdf)

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 trainings 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 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 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. They Hear You." campaign. <http://beta.samhsa.gov/underage-drinking>).

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 June 30, 2015	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 <sup>th</sup> of each month for activities from the previous month	PBPS
Monthly	Community Based Coordination ( <i>if applicable</i> )	15 <sup>th</sup> of each month for activities from the previous month	PBPS
Monthly	Training Report	15 <sup>th</sup> 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 November 1, 2013 to September 30, 2014 will carry that record forward into the October 1, 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 Fiscal/Program Requirements
- (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 increased by \$40,716, up to a maximum of \$95,004, including any and all expenses, and shall be based on the following:

a. 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.

b. 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 Fiscal/Program Requirements.  
<http://www.dshs.wa.gov/pdf/dbhr/2014%20CD%20Fiscal-Program%20Requirements.pdf>

c. 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.

d. Period of Performance Service Costs

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

e. 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.

f. The source of funds is the Partnerships for Success Grant. The Catalog of Federal Domestic Assistance number is 93.243. Grant Year One (Federal Fiscal Year 2013) funding ends September 29, 2014. Grant Year Two (Federal Fiscal Year 2014) funding is September 30, 2014 to September 29, 2015.

**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.