

**Contract #2020-21 Behavioral Health Contract ESD 113**

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**THE Behavioral Health CONTRACT BETWEEN "Pacific County" AND "Educational Service District (ESD) 113"**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Pacific County**, hereinafter referred to as "County," and **Educational Service District (ESD) 113**, hereinafter referred to as "Contractor." County and the Contractor are together referenced as the "Parties".

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

The purpose of this Contract is to improve the health, stability, and welfare of individuals and others affected by substance use and/or mental health disorders, as outlined in **Exhibit A- Statement of Work**, thereby lessening the burden to the county and city resources.

Effective Date. The effective date of this Agreement is January 1, 2020.

Termination. This Agreement shall terminate on December 31, 2021. The COUNTY or the CONTRACTOR may terminate this Agreement at any earlier time and for any reason, by giving thirty (30) days written notice of termination.

**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT REPRESENTATIVES**

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

A. For the Contractor:	B. For the County:
Erin Wick	Katie Lindstrom
Senior Director-Behavioral Health & Integrated Student Supports, Educational Service District 113	Director, Pacific County Public Health & Human Services
6005 Tyee Dr SW Tumwater, WA 98512 360-464-6849 ewick@esd113.org	1216 West Robert Bush Drive South Bend, WA 98586 360-642-9300 ex 2648 koien@co.pacific.wa.us
Contractor Tax ID #:	
Contract DUNs #:	



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

**2. CONTRACT AWARD**

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

**3. ELIGIBLE USE OF FUNDS & COMPLIANCE**

Funding awarded under this Contract may only be used for eligible activities and expenses described in **Exhibit A-Statement of Work** which is incorporated into this Agreement.

This Contract includes funds from the following direct and indirect local, state, and/or federal sources. All services provided under this Contract must be provided in full compliance with CFR42 and all applicable local, state, and federal program rules including:

- a. Substance Abuse Mental Health Systems Administration (SAMHSA) Mental Health Awareness Training (MHAT). The purpose of these funds may be for: (1) train individuals (e.g., school personnel, emergency first responders, law enforcement, veterans, armed services members and their families) to recognize the signs and symptoms of mental disorders, particularly serious mental illness (SMI) and/or serious emotional disturbance (SED); (2) establish linkages with school- and/or community-based mental health agencies to refer individuals with the signs or symptoms of mental illness to appropriate services; (3) train emergency services personnel, veterans, law enforcement, fire department personnel, and others to identify persons with a mental disorder and employ crisis de-escalation techniques; and (4) educate individuals about resources that are available in the community for individuals with a mental disorder. The MHAT grant program is authorized under Section 520J of the Public Health Service Act (42 U.S.C. 290bb–41) as amended. The Contract between Pacific County and the above-listed entities, including the additional terms and conditions required to receive funding, are attached as **Exhibit C** and incorporated into the requirements of this Contract.
- b. Division of Behavioral Health & Recovery (DBHR) and Washington State Health Care Authority, Initiative 502 (I-502) established a system, overseen by the Washington State Liquor Control Board (now the Liquor and Cannabis Board), to license, regulate, and tax the production, processing, and wholesale of marijuana. It created a dedicated marijuana account (DMA), consisting of excise taxes, license fees, penalties, and forfeitures and specifies the disbursement of this money for a variety of health, education, and research purposes with the remainder distributed to the state general fund. The Division of Behavioral Health and Recovery (DBHR) was mandated to implement prevention and treatment services funded through the DMA. The Contract between Pacific County and the above-listed entities is attached as **Exhibit D** and incorporated into the requirements of this Contract.
- c. Pacific County .1% Sales Tax Funds (RCW 82.14.460) for the delivery of mental health and chemical dependency services, and therapeutic courts. The purpose of the funds are to improve the health, stability, and welfare of individuals and others affected by substance use and/or mental health disorders thereby lessening the burden to the county resources which is incorporated by reference to this contract; and



- d. Pacific County Recording Fee Funds (RCW 36.22.179), which can be used for programs which directly accomplish the goals of the county's local homeless housing plan which is incorporated by reference into this contract.

## **GENERAL TERMS AND CONDITIONS**

### **4. DEFINITIONS**

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

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

### **5. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **6. ACCESS TO DATA**

In compliance with RCW 39.26.180(2), the Contractor shall provide access to data generated under this agreement to the County, the Office of the State Auditor, and any other entity that County designates to receive data at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor's reports, including computer models and the methodology for those models.

### **7. APPROVAL**

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

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

If either Party files suit to enforce this Contract, Parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

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



decisions of the County's contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction, and Venue**.

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

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

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

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

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

## **9. AMENDMENTS**

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

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

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

## **11. ASSIGNMENT**

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

## **12. AUDIT**

- A. General Requirements- The Contractor is to procure audit services based on the following guidelines:

- i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.



- iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
  - iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request
- B. State Fund Requirements- Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:
- i. Contractor name
  - ii. State program name
  - iii. BARS account number
  - iv. County
  - v. County Contract number
  - vi. Contract award amount including amendments (total Contract award)
  - vii. Current year expenditures
- C. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- D. The Contractor shall include the above audit requirements in any subcontracts.
- E. In all cases, the Contractor's financial records must be available for review by County.

### **13. BILLING PROCEDURES AND PAYMENT**

- A. Payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements under this Agreement. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- B. Payment to the Contractor under this Contract shall be as set forth in **Exhibit B- Budget**. Where *Exhibit B* requires payments by Pacific County, payment shall be made on a cost reimbursement basis/Fee for Service basis, supported unless otherwise provided in this Contract, by documentation of expenses delineated by the funding source Contractor is seeking reimbursement from. Cost reimbursement shall be based on 100% percent of capacity of allowable expenses. Allowable expenses are outlined in **Exhibit A- Statement of Work**. Grant funds are not to be used to supplant other existing grant funding for similar work per RCW 82.14.450.
- C. The Contractor shall submit an invoice, on a format provided by the County based upon the approved Contract budget (*Exhibit B*). The County will pay Contractor upon receipt of properly completed County invoices, which shall be submitted to the Representative for the County not later than the fifth business day of the month following the month services were provided and expense



incurred. The invoice must include a signature and date from the Contractor with the following certification:

*I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just due and unpaid obligation against the County of Pacific, and that I am authorized to authenticate and certify to said claim.*

- D. The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.
- E. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.
- F. Duplication of Billed Costs- The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service
- G. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors
- H. No supplanting- Moneys appropriated under this contract may be used to supplement, not supplant other local, state or federal funds.
- I. The total amount of reimbursement requested shall not exceed the total Contract award, as stated in *Exhibit B-Budget*.
- J. Utilization of funding available to this program will be reviewed monthly. With prior approval from the County, the Contract allocation may be reduced and re-allocated where needed if expenditures are not sufficient to fully utilize available funding.
- K. Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.
- L. The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source. The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- M. The County may withhold reimbursement payment if the Contractor fails to submit required billings and supportive documentation to the County. The Contractor's failure to submit billings as specified is grounds for the County to terminate the Contract as provided herein.
- N. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



**14. BOARD OF DIRECTORS**

The Contractor shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Contractor shall apprise the County of any changes to this roster as they occur.

**15. CONFLICTS OF INTEREST**

The County may, by written notice to the Contractor terminate the right of the Contractor to proceed under this contract for actions, policies, practices, or omissions to act that constitute a conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County employees, directly or indirectly, anything of economic value from a Contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the event this contract is terminated for a conflict of interest, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the County provided for in this section are in addition to any other rights and remedies provided by law

**16. CONTRACTOR SERVICES**

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

**17. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
- ii. All material produced by the Contractor that is designated as "confidential" by the County; and
- iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be



required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure: The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **18. CONFORMANCE**

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

#### **19. CRIMINAL BACKGROUND HISTORY CHECK**

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Contractor elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Contractor. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

#### **20. DATA SECURITY REQUIREMENTS**

- A. Data Transport. When transporting DSHS Confidential Information electronically, including via email the data will be protected by:
- i. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
  - ii. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
- B. Protection of Data. The contractor agrees to store data on one or more of the following media and protect the data as described:
- i. Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - ii. 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 complex 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 data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.

- iii. 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 secure 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.
- iv. 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 secure 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 complex 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.
- v. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in DSHS Central Contract Services, a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- vi. Access via remote terminal/workstation over the State Governmental Network (SGN). Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- vii. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- viii. Data storage on portable devices or media. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized by the Special Terms and Conditions of the contract.



**21. DEBARMENT CERTIFICATION**

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

**22. DOCUMENTS ON FILE**

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

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

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

**23. PROHIBITION ON DUPLICATE PAYMENTS**

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

**24. ELIGIBILITY**

Eligibility for the programs is restricted to individuals with criminal justice involvement. Funding from this Contract should only be utilized as a last resort when no other means of transportation is available or the individual cannot cover the cost of treatment services due to being ineligible for Medicaid, underinsured, or uninsured. Contractor is required to meet all of the requirements listed in Exhibit A- Statement of Work, including creating policies related to eligibility for services and a sliding fee scale.

**25. EVALUATION, REPORTING, AND MONITORING**

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



## **26. FAIR HEARING**

Termination of this contract 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.

## **27. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

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

The Contractor shall include these requirements in any subcontracts.

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

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

## **29. INDEMNIFICATION/HOLD HARMLESS**

**Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial



Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

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

### **30. INDUSTRIAL INSURANCE WAIVER**

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

### **31. INSURANCE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- C. Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees, and volunteers.

- D. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to



a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

- E. Automobile Liability Insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA OO 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

### **32. LAWS**

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

- a. Surcharge for local homeless housing and assistance (RCW 36.22.179).
- b. Pacific County .1% Sales Tax Funds (RCW 82.14.460).
- c. Washington State Health Care Authority (HCA), Division of Behavioral Health & Recovery (DBHR) (Dedicated Marijuana Fund 315 State and Initiative 502 (I-502)).
- d. Confidentiality of Substance Use Disorder Patient Records regulation, 42 CFR Part 2.
- e. MHAT, Section 520J of the Public Health Service Act (42 U.S.C. 290bb-41) as amended.
- f. Affirmative action, RCW 41.06.020 (11).
- g. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- h. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- i. Discrimination-human rights commission, Chapter 49.60 RCW.
- j. Ethics in public service, Chapter 42.52 RCW.
- k. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- l. Open public meetings act, Chapter 42.30 RCW.
- m. Public records act, Chapter 42.56 RCW.
- n. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- o. Federal Hatch Act, 5 USC 1501-1508
- p. American Disabilities Act, 42 U.S.C. ch. 126 § 12101 et seq.
- q. Washington Law Against Discrimination, RCW Chapter 49.60.

### **33. LICENSING, ACCREDITATION, AND REGISTRATION**

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

### **34. LIMITATION OF AUTHORITY**

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



**35. MODIFICATIONS**

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

**36. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

**37. OWNERSHIP**

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

**38. POLITICAL ACTIVITIES**

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

**39. PROGRAM REPORTING**

Contractor shall comply with all program reporting requirements as directed by the county including, but not limited to monthly reporting in the MINERVA system.

**40. PROHIBITIONS**

The Contractor or its subcontractors shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

**41. PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the



COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

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

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

#### **42. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

#### **43. RECORDS MAINTENANCE**

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

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

#### **44. REPORT ABUSE AND NEGLECT**

The Contractor and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law. If the Contractor is notified by the County or DSHS that they or a subcontractor is cited or



on the registry for a substantiated finding then associated Contractor will be prohibited from providing services under this contract.

The Contractor will promptly report to the County representative if they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

**45. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**46. SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

**47. SUBCONTRACTING**

The Contractor may enter into any subcontracts if the Contractor submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of the subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Contractor receives written approval to the subcontract from County.

**48. SURVIVAL**

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

**49. TAXES**

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

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax,



taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

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

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

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

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

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

#### **51. TERMINATION FOR CONVENIENCE**

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

#### **52. TERMINATION PROCEDURES**

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

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

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



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

#### **53. TREATMENT OF ASSETS**

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract. A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract. In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

#### **54. UNALLOWABLE USE OF FEDERAL FUNDS**

This contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For more information on 45 CFR part 75 requirements, see <https://cfo.gov/cofar/>. Funds cannot be used to supplant current funding of existing activities. Supplanting is to replace funding of a recipients' existing program with funds from a federal grant or funding source.

This contract is subject to the following additional regulations and requirements:

- A. 28 CFR Part 69- "Restrictions on Lobbying"
- B. 2 CFR Part 25- "Universal Identifier and System of Award Management"
- C. 2 CFR Part 200.501 – "Audit Requirements"
- D. 45 CFR 75.501 – "Audit Requirements"
- E. Conflict of Interest and Mandatory Disclosure Requirements
- F. Non-profit Certifications

#### **55. WAIVER**

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

This Contract, consisting of \_\_\_ pages, including **Exhibits A, B, C, D, and E** which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.



## 56. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures delivered by email in PDF format or facsimile shall be effective.

CONTRACTOR  
ESD 113

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Authorized Representative

Frank Wolfe, Chair

(Title)

**Lisa Olsen, Commissioner**

(Address)

Mike Runyon, Commissioner

(Address)

ATTEST:

APPROVED AS TO FORM:

Marie Guernsey  
Clerk of the Board

Date \_\_\_\_\_

Pacific County Prosecutor's Office WSBA#



**Exhibit List**

Exhibit A- Statement of Work

Exhibit B- Budget

Exhibit C- MHAT Contract and SAMSHA Terms and Conditions

Exhibit D- DBHR Contract

Exhibit E- ESD 113 RFP Response Project Proposal



**Overview of Prevention/Intervention/Treatment Services to Be Provided**

ESD 113 will offer student assistance services throughout Pacific County in Raymond, Willapa Valley, and if able, Naselle schools. Prevention and Intervention Specialists will provide substance use prevention and intervention services consisting of screening and assessment, substance use education in classrooms, individual sessions, small group counseling, case management, and referral services. The purpose of this program is to address non-academic barriers related to social, emotional, and behavioral health in order to foster academic success.

	Requirements	Due
Parameters for Prevention/ Intervention/ Treatment Services for .1% Funding	ESD 113 will follow the proposal outlined in Exhibit E as submitted with their .1% application request.	
Parameters for MHAT Funding for Prevention/ Intervention/ Treatment Specialist	Each school districts shall work with their prevention clubs, ASB, or other leadership organizations that implement campaigns across their districts. Mental health awareness resources will be tailored specifically for youth. The peer leader groups will receive training on distributing these materials, and will also learn how to make peer referrals to appropriate mental health services. ESD 113 will train peer leaders within local schools to implement Sources of Strength and other suicide prevention programs. Students will be trained to offer local mental health resources and referrals for their peers. Students will also implement mental health promotion campaigns across their districts with materials that are tailored directly for them. For this funding, Contractor agrees to comply with all other contract requirements as outlined in Exhibit C.	
Parameters for DBHR Funding	Goal 1: Reduce favorable attitudes towards problem behavioral by 5% by 2021. Objective 1: Increase perception of harm of substance misuse among middle and high school aged youth in Raymond, Willapa Valley, and Naselle (if able) by at least half of participants as measured by pre/post program evaluation. For this funding, Contractor agrees to comply with other contract requirements as outlined in Exhibit D.	
Parameters for DBHR Funding	Project Northland-Slick Tracy (DMA)- Classes offered to 6th graders, focuses on media literacy, and refusal skills	One round of classes per school year, January 2020-June 2020 and September 2020-June 2021
Parameters for DBHR Funding	Project Northland- Class Action (DMA)- Classes offered to 9th grade students. Focuses on real life ATOD court cases.	Two rounds of classes per school year, January 2020-June 2020 and September 2020-June 2021
Reporting	DBHR – submit monthly data to coordinator regarding substance use curriculum trainings, pre/post tests, and quantity of students trained. MHAT – submit quarterly data to coordinator reflecting how many individuals were trained in mental health trainings and how many individuals were referred to mental health treatment	5th of the month after services are provided.



Overview of Family Resource Coordinator Services to be Provided

ESD 113- True North Student Assistance program will provide 2.5 FTE Family Resource Coordinators (FRC) in Pacific County schools. Family Resource Coordinators will provide school based care coordination for preK-12 students attending the Willapa Valley (.50 FTE), South Bend (1.0 FTE), and Raymond (1.0 FTE) school districts during months where school is in session. Care coordination services will include connecting students to behavioral health care, physical health care, education, juvenile justice, housing and other social services available in the community. They will advocate for students and their families, coordinate services, provide ongoing feedback to the Pacific County System of Care, and emphasize the importance of assisting youth and families dealing with complex needs. The FRCs will identify, screen, coordinate, and provide a service plan for students receiving services through the program in partnership with school personnel, family members, community services providers and others. Care coordination related to housing services shall be implemented in full compliance with the Consolidated Homeless Grant (Exhibit E) and the requirements outlined in RCW 36.22.179. Care coordination related to behavioral health shall comply with any reporting requirements designated by the County. All care coordination charged to DBHR Prevention (at South Bend Schools) shall be implemented in full compliance with the DBHR Contract attached as Exhibit D.

	Requirements	Due
Parameters for .1% Funding	ESD 113 will follow the proposal outlined in Exhibit F as submitted with their .1% application request.	
Parameters for General Recording Fees	Care coordination related to housing services shall be implemented in full compliance with the Consolidated Homeless Grant Guidelines found at <a href="https://deptofcommerce.app.box.com/s/sddzidhjl9zvb2zao5fes3rpwbc399o">https://deptofcommerce.app.box.com/s/sddzidhjl9zvb2zao5fes3rpwbc399o</a> and the requirements outlined in RCW 36.22.179.	
Reporting	As designated by county.	



## Exhibit B- Budget- ORIGINAL (Reimbursement Contract)

Funding Sources (MHAT)		Original Contract	Amendment # 1	Amendment # 2
FEDERAL YEAR ONE (October 1, 2019- September 30, 2020)	MHAT Funding for Prevention/Intervention/Treatment Providers	\$15,000.00		

Total Amount Available From Federal Funding Sources: \$15,000

Funding Sources (.1% Funding, GA Recording Fee Funding)		Original Contract	Amendment #1	Amendment #2
STATE YEAR ONE (January 1, 2020- June 30, 2020, DBHR and January 1, 2020- December 31, 2020, .1% funding and GA Rec Fees)	DBHR Funding for Prevention/Intervention/Treatment Providers (Funding Year Ends June 30, 2020)	\$10,664.00		
	.1% Funding for Prevention/Intervention/Treatment Services (Funding Year January 1, 2020- December 30, 2020)	\$57,000.00		
	.1% Funding for Family Resource Coordinators (Funding Year January 1, 2020- December 30, 2020)	\$130,000.00		
	GA Recording Fee Funding for Family Resource Coordinators (Funding Year January 1, 2020- December 30, 2020)	\$ 30,000		
STATE YEAR TWO (January 1, 2021- June 30, 2021 for DBHR, January 1, 2021-December 31, 2021 .1% funding and GA Rec Fees)	DBHR Funding for Prevention/Intervention/Treatment Providers (Funding Year Ends June 30, 2021)	\$ 10,664		
	.1% Funding for Prevention/Intervention/Treatment Services (Funding Year January 1, 2021- December 30, 2021)	\$ 87,000		
	.1% Funding for Family Resource Coordinators (Funding Year January 1, 2021- December 30, 2021)	130,000		
	GA Recording Fee Funding for Family Resource Coordinators (Funding Year January 1, 2021- December 30, 2021)	\$ 30,000		

Total Amount Available from State and Local Funding Sources: \$ 485,328.00





Notice of Award

Mental Health Awareness Training Grants  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Issue Date: 09/18/2018

Center for Mental Health Services

**Grant Number:** 1H79SM081061-01  
**FAIN:** H79SM081061  
**Program Director:** Katie O Lindstrom

**Project Title:** Pacific County Health & Human Services - MHAT application

Grantee Address	Business Address
PACIFIC COUNTY Katie Lindstrom Health and Human Resources 1216 Robert Bush Drive South Bend, WA 985860000	Katie Lindstrom Pacific County Health and Human Services 1216 Robert Bush Drive South Bend, WA 985860000

**Budget Period:** 09/30/2018 – 09/29/2019  
**Project Period:** 09/30/2018 – 09/29/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$125,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to PACIFIC COUNTY in support of the above referenced project. This award is pursuant to the authority of under Section 520J of the PHS Act(42USC 290bb-41) as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Gwendolyn Simpson  
Grants Management Officer  
Division of Grants Management

See additional information below



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**SECTION I – AWARD DATA – 1H79SM081061-01****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$73,705
Fringe Benefits	\$25,621
Personnel Costs (Subtotal)	\$99,326
Materials & Supplies	\$5,050
Contractual	\$10,780
Travel	\$9,844
 Direct Cost	 \$125,000
<b>Approved Budget</b>	<b>\$125,000</b>
Federal Share	\$125,000
Cumulative Prior Awards for this Budget Period	\$0
 <b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	 <b>\$125,000</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$125,000
2	\$125,000
3	\$125,000

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number:	93.243
EIN:	1916001356A6
Document Number:	18SM81061A
Fiscal Year:	2018

IC	CAN	Amount
SM	C96J056	\$125,000

IC	CAN	2018	2019	2020
SM	C96J056	\$125,000	\$125,000	\$125,000

**SM Administrative Data:**

PCC: MHAT / OC: 4145

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SM081061-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW,



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**SECTION III – TERMS AND CONDITIONS – 1H79SM081061-01**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:****Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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**SECTION IV – SM Special Terms and Conditions – 1H79SM081061-01****REMARKS****FY 2018 New Award**

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the Mental Health Awareness Training Grants funding opportunity **SM-18-009**, has been selected for funding.

**1a)** This award reflects approval of the budget submitted *June 8, 2018*, as part of the application by your organization.

2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

3. All responses to award terms and conditions and prior approval requests must be submitted as .pdf documents in the "View Terms Tracking Details" page in eRA Commons.



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For more information on how to upload a document in response to a tracked term, please reference under heading "**4 Additional Materials – grantee**" in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Grantee.pdf](https://era.nih.gov/files/TCM_User_Guide_Grantee.pdf)

**4. Register Program Director/Project Director (PD) in eRA Commons:**

If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at [https://era.nih.gov/reg\\_accounts/register\\_commons.cfm](https://era.nih.gov/reg_accounts/register_commons.cfm).

**Key Staff**

Key staff (or key staff positions, if staff has not been selected) are listed below:

*Katie Lindstrom, Project Director @ 15% level of effort*

Any changes in key staff including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval. Reference the Prior Approval Standard Term for additional information and instructions.

**SPECIAL TERMS**

**Disparity Impact Statement (DIS)**

By **November 30, 2018** you must submit via eRA Commons.

The DIS should be consistent with information in your application regarding access, \*service use and outcomes for the program and include three components as described below. Questions about the DIS should be directed to your GPO. Examples of DIS can be found on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impactstatement>.

\*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.

The disparity impact statement consists of three components:

1. Proposed number of individuals to be served and/or reached by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.

2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes



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and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:

- a. Diverse cultural health beliefs and practices;
- b. Preferred languages; and
- c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

**All responses to award terms and conditions must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons.**

For more information on how to upload a document in response to a tracked term, please reference under heading “**4 Additional Materials – grantee**” in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Grant.pdf](https://era.nih.gov/files/TCM_User_Guide_Grant.pdf)

## **SPARS**

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are gathered using SAMHSA's Performance Accountability and Reporting System (SPARS). MHAT recipients will be expected to complete Annual Goals and Budget training no later than December 30, 2018, and will be expected to enter Annual Goals and Budget data and information no later than January 30, 2019.

## **SPECIAL CONDITIONS**

### **Revised SF-424 and Revised Checklist Form**

Katie Lindstrom cannot serve as the (1) Authorized Representative, (2) Business Official and (3) Project Director on this one grant.

If Katie Lindstrom is to remain as the Project Director on this grant, by October 30, 2018, the recipient is required to submit via eRA Commons, a revised Checklist form reflecting a different Business Official name and contact information, and a revised SF-424 grant application page 4, reflecting different name of the Authorized Representative

## **STANDARD TERMS AND CONDITIONS**

### **Standard Terms for Awards FY 2018**

Your organization must comply with the Standard Terms and Conditions for grants awarded in Fiscal Year 2018 and the following award terms applicable to your award type as identified below:

- \* New Grant



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SAMHSA's Terms and Conditions Webpage is located at:  
<https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

### **Annual Federal Financial Report (SF-425)**

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and must be submitted no later than 90 days after the end of the budget period. The annual FFR should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award, as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at <https://www.samhsa.gov/sites/default/files/samhsa-grantee-submit-ffr-10-22-17.pptx>.

### **Annual Programmatic Progress Report**

Submission of an annual Programmatic Report is due no later than December 30, 2019

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in the "View Terms Tracking Details" page in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

For more information on how to upload a document in response to a tracked term, please reference under heading "**4 Additional Materials – grantee**" in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Granttee.pdf](https://era.nih.gov/files/TCM_User_Guide_Granttee.pdf)

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

### **Compliance with Terms and Conditions**

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.3 71, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

**All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.**



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**Staff Contacts:**

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## **SAMHSA TERMS AND CONDITIONS.**

### **1. ACCEPTANCE OF THE TERM OF AN AWARD**

By drawing or otherwise obtaining funds from the Health and Human Services(HHS) Payment Management System, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a recipient, the contents of the Notice of Award (NoA) are binding on the recipient unless and until modified by a revised NoA signed by the GMO.

**Certification Statement:** By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and condition of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>, including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Funding Opportunity Announcement, or the NoA.

### **2. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND ADUIT REQUIREMENTS FOR HHS AWARDS**

The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR Part 75

<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=0ddb69baec587eeea4ab7e6a68c4acb0&mc=true&r=PART&n=pt45> .1.75.

### **3. AWARD EXPECTATIONS**

The eligibility and program requirements originally outlined in the Funding Opportunity Announcement (FOA) must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA).

### **4. FLOW DOWN OF REQUIREMENTS OF SUB-RECIPIENTS**



The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR §§ 75.351 – 75.352, Sub recipient monitoring and management.

**5. FUTURE FUNDING**

As indicated in the NoA, recommended future support reflects total costs(direct plus indirect). Funding is subject to the availability of Federal funds and satisfactory progress of the project.

**6. NON-SUPPLANT**

Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

**7. UNALLOWABLE COSTS**

All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.

**8. CONFLICTS OF INTEREST POLICY**

Recipients must establish written policies and procedures to prevent employees, consultants, and others(including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest.

The policies and procedures must:

- address conditions under which outside activities, relationships, or financial interest are proper or improper;
- provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- specify the nature of penalties that may be imposed for violations.

**9. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations.



Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

#### **10. CARRYOVER - EXPANDED AUTHORITY FOR UNOBLIGATED BALANCES FROM ONE BUDGET PERIOD TO ANY SUBSEQUENT BUDGET PERIOD**

Federal administrative requirements allow agencies to provide recipients with expanded authorities, which waive certain cost-related and administrative prior approvals under certain conditions.

Per 45 CFR Part 75.308 (d)(3) SAMHSA has extended expanded authority to recipients requesting carryover of unobligated balances(UOB) up to 25% or less of the current budget period (year when the funds are needed) provided that recipients are not on drawdown restriction.

Recipients requesting a carryover greater than 25% of the current budget period award cannot exercise this expanded authority.

Recipients who exercise expanded authority MUST include an Intent to Carryover statement in the Remarks section (box 12) of the annual Federal Financial Report (FFR).

Expanded authority may be overridden by other special terms or conditions of the award. Recipients must carefully review the Notice of Award to determine if a particular authority is withheld for a specific award.

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.

Additional Guidance: <https://www.samhsa.gov/grants/grants-management/post-awardamendments#carryover>

#### **11. MARIJUANA RESTRICTION**

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.



## **12. PRIOR APPROVAL**

SAMHSA anticipates that the recipient may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are allowed a certain degree of latitude to re-budget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 45 CFR, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 45 CFR Part 75 or the HHS Grants Policy Statement, must be submitted in writing to the GMO. Based on the nature, extent, and timing of the request, the SAMHSA GMO may approve, deny, or request additional material to further document and evaluate your request.

Only an amended NoA signed by the GMO is considered valid. Verbal authorization is not approval and is not binding on SAMHSA. Recipients who proceed do so at their own risk.

Prior approval is required for but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions, Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions. A summary of activities that require prior approval is listed in the HHS Grants Policy Statement under Exhibit 5, Page II-49 See link: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsggps107.pdf>.

SAMHSA instructions regarding requests for prior approval are available at: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>

## **13. EXECUTIVE PAY**

The Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 (Public Law 115-245), signed into law on September 28, 2018 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 6, 2019, the salary limitation for Executive Level II is \$192,300. For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

## **14. PROMOTIONAL ITEMS**

SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. HHS Policy on the Use of Appropriated Funds for Promotional Items: <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotionalitems/index.html>



## **15. SAM and DUNS Requirements**

This award is subject to requirements as set forth in 2 CFR 25.310 Appendix A SAM and Data Universal Number System (DUNS) numbers. 2 CFR Part 25 - Appendix A4 System of Award Management (SAM) and Universal Identifier Requirements

A. Requirement for System of Award Management Unless you are exempted from this requirement under 2 CFR 25.110, you, as the recipient, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier if you are authorized (reference project description) to make subawards under this award, you: 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and 2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.

C. Definitions. For purposes of this award term: 1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at: <http://www.sam.gov>). 2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities. 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C: a. A governmental organization, which is a state, local government, or Indian Tribe; b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity. 4. Subaward: a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient; b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330). c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract. 5. Subrecipient means an entity that: a. receives a subaward from you under this award; and b. is accountable to you for the use of the Federal funds provided by the subaward.

## **16. FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).



2. Where and when to report.

- i. You must report each obligating action described in paragraph a. 1. of this award term to <http://www.fsrc.gov>. ii.

For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

- 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

- 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;

- ii. in the preceding fiscal year, you received—

- (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170. 320 (and subawards); and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/fast-answers/answers-execomphrm.html>

- 2. Where and when to report. You must report executive total compensation described in paragraph b. 1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

- 1. Applicability and what to report. Unless you are exempt as provided in paragraph c. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—

- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (B) \$25,000,000 or more in annual



gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c. 1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions if, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a nonFederal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and NonProfit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.



5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000. [75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

## **17. FAPIIS – RECIPIENT INTEGRITY AND PERFORMANCE**

<https://www.fapiis.gov/fapiis/index.action>

### **A. Reporting of Matters Related to Recipient Integrity and Performance**

#### **1. General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### **2. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:



- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
  - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
  - ii. It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
  - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes— (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised [81 FR 3019, Jan. 20, 2016]



## **18. ACKNOWLEDGEMENT OF FEDERAL FUNDING IN COMMUNICATIONS AND CONTRACTING**

As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

## **19. ACKNOWLEDGEMENT OF FEDERAL FUNDING AT CONFERENCE AND MEETINGS**

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such Page 9 Name Language conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also §§75.438, 75.456, 75.474, and 75.475.

When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): *Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.*

## **20. RIGHTS IN DATA AND PUBLICATIONS**

As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR § 75.322 and the HHS Grants Policy Statement.

Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

## **21. MANDATORY DISCLOSURES**



Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

## **22. LOBBYING RESTRICTIONS**

Per 45 CFR §75.215, Recipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93.

U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

## **23. DRUG-FREE WORKPLACE**



The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the grantee will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.

#### **24. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (22 U.S.C. 7104 (G)), AS AMENDED, AND 2 C.F.R. PART 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or,
- c) Use forced labor in the performance of the award or subawards under the award.

The text of the full award term is available at 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>

#### **25. CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS**

The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

#### **26. HEALTHY PEOPLE 2020**

Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: <http://www.healthypeople.gov/>



## **27. ACCESSIBILITY PROVISIONS**

Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities.

Please see- <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800- 537-7697.

Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

## **28. DATA COLLECTION AND PERFORMANCE MEASUREMENT**

All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the Funding Opportunity Announcement (FOA) and are required to submit data via SAMHSA's data-entry and reporting system.

Please contact your Government Program Official for additional submission information.

## **29. LEGISLATIVE MANDATES**

Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at <https://www.congress.gov/bill/115th-congress/housebill/6157/text?Format=txt>.

## **30. EXECUTIVE ORDER 13410: PROMOTING QUALITY AND EFFICIENT HEALTH CARE IN FEDERAL GOVERNMENT ADMINISTERED OR SPONSORED HEALTH CARE PROGRAMS**



This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients that electronically exchange patient level health information to external entities where national standards exist must:

- a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult [www.healthit.gov](http://www.healthit.gov) for more information, and
- b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or [Jim.Kretz@samhsa.hhs.gov](mailto:Jim.Kretz@samhsa.hhs.gov).

### **31. AUDITS**

Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR §75.501(a). Guidance on determining Federal awards expended is provided in 45 CFR §75.502.

Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SFFAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

For specific questions and information concerning the submission process:

- Visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
- Call FAC at the toll-free number: (800) 253-0696

### **32. AD HOC SUBMISSIONS**

Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:

- Payroll
- Purchase orders
- Contract documentation
- Proof of project implementation


### **33. SUBMITTING RESPONSES TO CONDITIONS AND REPORTING REQUIREMENTS**

Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted through the eRA Commons system.







	<b>INTERAGENCY AGREEMENT</b> <b>for</b> <b>CPWI Prevention Services</b>	HCA Contract Number: K3934 Contractor/Vendor Contract Number:
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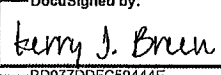
**THIS CONTRACT** is made by and between Washington State Health Care Authority (HCA) and Contractor.

CONTRACTOR NAME Pacific County		CONTRACTOR DOING BUSINESS AS (DBA)	
CONTRACTOR ADDRESS	Street PO Box 26	City South Bend	State WA Zip Code 98586
CONTRACTOR CONTACT Katie Lindstrom	CONTRACTOR TELEPHONE 360-642-9349	CONTRACTOR E-MAIL ADDRESS koien@co.pacific.wa.us	
Is Contractor a Subrecipient under this Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		CFDA NUMBER(S): 93.959, 93.243, 93.788	FFATA Form Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

HCA PROGRAM DBHR	HCA DIVISION/SECTION Prevention
HCA CONTACT NAME AND TITLE Alicia Hughes, Agreement Manager	HCA CONTACT ADDRESS Health Care Authority 621 8 <sup>th</sup> Avenue SE Olympia, WA 98504
HCA CONTACT TELEPHONE 360-725-1687	HCA CONTACT E-MAIL ADDRESS alicia.hughes@hca.wa.gov

CONTRACT START DATE 7/1/2019	CONTRACT END DATE 6/30/2021	TOTAL MAXIMUM CONTRACT AMOUNT \$357,550
<b>PURPOSE OF CONTRACT:</b> Obtaining CPWI Prevention Services in order to increase capacity to implement direct and environmental substance use prevention services in high need communities qualified to immediately implement identified evidence-based practices and programs to prevent and reduce the misuse and abuse of alcohol, tobacco, marijuana, opioids, and other drugs.		

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.

CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Frank Wolfe, Chair	DATE SIGNED 9/24/19
HCA SIGNATURE 	PRINTED NAME AND TITLE Kerry J. Breen, Acting Contracts Administrator Division of Legal Affairs	DATE SIGNED 10/8/2019



# Exhibit E - Scope of Work - Prevention/Intervention Services

c. Describe how data will be used for project quality improvement.

Project Work Plan Template (you may add more goals and/or activities as necessary)

GOAL ONE: Delay adolescent's initial use of alcohol, tobacco, and other drugs (ATOD)		
Strategy 1: Substance abuse education and awareness activities		
Activity	Who's responsible?	By when?
Prevention education Series-classroom presentations	Student Assistance Professional (SAP)	December of each year
Student Substance Abuse Task Force-Substance Abuse Prevention clubs will be formed at sites where no such clubs exist already. If there is an existing club, the SAP offers support, guidance, etc. to the club	SAP	Ongoing
Strategy 2: Substance abuse education through interventions with identified students		
Activity	Who's responsible?	By when?
Screening/Assessment-students who are referred to the program will have the opportunity to complete a brief screening/risk assessment using the GAIN SS	SAP	Ongoing
Educational Support Groups-Provided for students identified as "at-risk", 8-12 weeks to include social skills, substance abuse education, and other topics	SAP	Ongoing
GOAL TWO: Decrease adolescent's use of ATOD		
Strategy 1: Screening/Assessment with identified students		
Activity	Who's responsible?	By when?
Screening/Assessment-students who are referred to the program will have the opportunity to complete a brief screening/risk assessment using the GAIN SS. Students indicating a possible substance use disorder to be referred for evaluation using GAIN-I	SAP	Ongoing
Students in need of services to address co-occurring issues will be referred and case management will be offered to assist in these referrals (ie-substance use disorder treatment, mental health care, physical health care, family counseling or other interventions)	SAP	Ongoing

Updated August 10, 2017

\* This is a renewal Application \*



*Strategy 2: Groups provided for youth who have completed screening and are identified as "At-Risk"*

Activity	Who's responsible?	By when?
<b>Educational Support Groups</b> -Provided for students identified as "at-risk", 8-12 weeks to include social skills, substance abuse education, and other topics	SAP	Ongoing
<b>Educational Support Groups</b> -Provided for students who have completed treatment in outpatient or inpatient settings-8 to 12 weeks of recovery support to include social skills, relapse prevention skills, and other topics	SAP	Ongoing

**GOAL THREE: Enhance resiliency of adolescents whose parents are substance abusers**

*Strategy 1: Substance abuse education and awareness activities*

Activity	Who's responsible?	By when?
<b>Prevention education Series</b> -classroom presentations	Student Assistance Professional (SAP)	December of each year
<b>Student Substance Abuse Task Force</b> -Substance Abuse Prevention clubs will be formed at sites where no such clubs exist already. If there is an existing club, the SAP offers support, guidance, etc. to the club	SAP	Ongoing

*Strategy 2: Groups provided for youth who have completed screening and are identified as being affected by someone else's substance use*

Activity	Who's responsible?	By when?
<b>Screening/Assessment</b> -students who are referred to the program will have the opportunity to complete a brief screening/risk assessment using the GAIN SS.	SAP	Ongoing
<b>Educational Support Groups</b> -Provided for students identified as COSAP (Child of Substance Abusing Parent) 8-12 weeks to include social skills, substance abuse education, and other topics	SAP	Ongoing



# 2015 Application

## Attachment A – Applicant Information Form

Applicant/Entity Name: Capital Region ESD 113 Project Title: Pacific County Youth System of Care

Primary Contact Name: Erin Riffe Title: Director, Behavioral Health & Student Support

Phone: 360-464-6849 Email: eriffe@esd113.org

Physical Address: 6005 Tyee Drive SW

City: Tumwater State: WA Zip: 98512

Mailing Address: 6005 Tyee Drive SW

City: Tumwater State: WA Zip: 98512

UBI: 600006906 Web Address: www.esd113.org



### Attachment C – Project Narrative

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

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

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

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

b. See template

c. This is not currently a service that is available in these school districts. There is minimal access to treatment services but no prevention or intervention services. If this project is funded, it will provide comprehensive behavioral health services to youth including prevention, intervention, treatment and recovery supports.

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

- 2) Needs statement: Describe why your project is needed. Include the following information:
- Describe the causes, consequences and magnitude of the issues your project will address.



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

a. Causes

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

Consequences

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

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



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

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

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

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



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

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

### Magnitude

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

Other risk factors associated with increased substance use issues include:

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

- a. Identify other organizations that will be participating in the proposed project. Describe the roles and responsibilities of these organizations and include letters of Commitment demonstrating partner investment as an attachment to the RFP.
- b. Identify (source and amount) other funding that will be used to support the proposed project.
- c. Identify "in-kind" and other non-monetary resources that will support the proposed project.

a. The following partners have expressed their support for this project:

- i. Deputy Jonathan Ashley, Pacific County Sheriff's Office, TAC Prevention Consultant
- ii. Chief Dave Eastham, South Bend Police Department
- iii. Stephen Holland, Ed.D.; Superintendent Raymond School district
- iv. Nancy Morris, Principal, Willapa Valley Middle & High School
- v. Jason Nelson, Principal, South Bend Junior/Senior High School
- vi. Jim Noren, Guardian ad Litem/Juvenile Probation Officer, Pacific County Juvenile Services
- vii. Lyndsey Owen, School Counselor, Raymond School District



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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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



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

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