

## CONTRACT # 2011-13 BBBS

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Pacific County hereinafter referred to as "County," and **Big Brothers Big Sisters of Southwest Washington**, hereinafter referred to as "Agency."

**THE PURPOSE** of this Agreement is to provide for the delivery of the school and/or community based Big Brothers Big Sisters Mentoring Program Services and WellSpring Community Network Youth Coalition Coordinator Services in South Pacific County (within Ocean Beach School District Boundaries) for the period beginning on October 15, 2011, and ending on September 30, 2013. The County and the Agency agree to the terms and conditions set forth in the following provisions:

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and other such terms and conditions incorporated by reference herein.

- I. **EXTENT OF AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- II. **COMPLIANCE WITH LAWS:** The Agency, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.
- III. **NONDISCRIMINATION:**
  - A. In the performance of this contract, the Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and Disabled Veteran status, or disability in: Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.
  - B. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Agency shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
  - C. Upon execution, the Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.

- IV. **NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** In the event of the Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and the Agency declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.
- V. **FAIR HEARING PROCEDURE:** The Agency will establish a system through which recipients of agency services may present grievances about the operation of the services. The Agency will advise recipients of the grievance procedure and the Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.
- VI. **ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION:** Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the Agency and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The Agency shall comply with all provisions of this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Agency shall protect Personal Information collected, used, or acquired in connection with the Contract, against unauthorized use, disclosure, modification or loss. The Agency shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the Agency through this contract. The Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Agency, its officers, directors, employees, subcontractors or agents.

Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Agency agrees to indemnify and hold harmless the County for any damages related to the Agency's unauthorized use of Personal Information.

- VII. **ASSIGNMENT AND/OR SUBCONTRACTING:** The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All subcontracts shall be in writing. The County reserves the right to inspect and to approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.
- VIII. **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 youth, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Agency 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 vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Agency. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.
- IX. **REPORT ABUSE AND NEGLECT:** The Agency 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 and DDD Policy 5.13 (Protection from Abuse) and Policy 12.01 (Incident Management). Policy 5.13 and 12.01 are incorporated by reference and can be found at <http://www1dshs.wa.gov/ddd/policy.shtml>.

If the Agency is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Agency will be prohibited from providing services under this contract.

The Agency will promptly report to the County if:

- 1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect has occurred.
- 2) 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.

X. **STANDARDS FOR FISCAL ACCOUNTABILITY:**

- A. The Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. The Agency further agrees that the County shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The Agency shall retain all books, documents and other material relevant to this Agreement for a period of five (5) years after expiration of this Agreement. The Agency agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

- B. The Agency shall:
1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by the County;
  2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
  3. Maintain internal controls that provide reasonable assurance that the Agency is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

XI. **FINANCIAL REPORT REQUIREMENTS:**

- A. The Agency shall, if applicable:
1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.
  2. Provide access to financial records by independent auditors.
  3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Agency's Board of Directors has reviewed the audit and management letter.
- B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Agency shall submit:
1. Annual financial statement, and
  2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).
- C. The Agency shall maintain accounting records that accurately reflect actual total program operating expenditures and all revenues contributing to program operation. A revenue and expenditure report will be submitted by **February 15, 2012, for Calendar Year 2011 and February 15, 2013 for Calendar Year 2012.**

- XII. **STANDARDS FOR PROGRAM ACCOUNTABILITY:** The Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. The Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County. CONTRACTOR specifically agrees to complete all reporting requirements set forth by COUNTY funders including but not limited to:
- Monthly reporting and a data entry into the Performance Based Prevention System (PBPS) including completion of pre and post tests for all program participants by the 10<sup>th</sup> day of the month following service for portions of this grant supported with DBHR SAPT Prevention Block Grant funding.
  - Bi-annual reporting in the COMET system for portions of this position supported with Drug Free Communities Grant.
- XIII. **RELATIONSHIP OF THE PARTIES:** The parties intend that a independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.
- XIV. **INDEMNIFICATION:** All services to be rendered or performed under this agreement will be performed or rendered entirely at the Agency's own risk. In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.
- XV. **CONFLICT OF INTEREST:** The County may, by written notice to the Agency:
- A. Terminate the right of the Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency 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 conduct of state or County business, DSHS and the County employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.
- B. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Agency as it could pursue in the event of a breach of the contract by the Agency. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

- XVI. **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.
- XVII. **DISPUTE:** Except as otherwise provided in this contract, when a bona fide dispute arises between the County and the Agency and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Human Services Department for Pacific County. Either party's request for a dispute hearing must:
- A. be in writing;
  - B. state the disputed issues;
  - C. state the relative positions of the parties;
  - D. state the Agency's name, address, and contract number;
  - E. be mailed or delivered to the Public Health and Human Services Department, PO Box 26 South Bend, WA 98586, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;
  - F. any question, difference, or controversy which may arise between the County and the Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.
- XVIII. **POLITICAL ACTIVITY PROHIBITED:** None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.
- XIX. **BOARD OF DIRECTORS:** The Agency 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 Agency shall apprise the County of any changes to this roster as they occur.
- XX. **INSURANCE:** The Agency shall maintain, and upon request of the County, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this Agreement. The Agency agrees that its liability insurance shall be primary to the County' and that Agency's liability insurance policy shall so state. The Agency shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.
- XXI. **MODIFICATION:** Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.
- XXII. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

XXIII. **AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT:** If the agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

- A. Suspension - If the agency fails to comply with the terms of this Agreement, or whenever the Agency is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to the Agency. The suspension will remain in full force and effect until the Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by the Agency during the period of suspension will be allowable under this Agreement except:
1. reasonable, proper and otherwise allowable costs which the Agency could not avoid, as approved by the County, during the period of suspension;
  2. if upon investigation the Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.
- B. Termination for Cause - If the agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. the lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially detrimental to the interest of the County;
  2. the Agency has failed to take satisfactory action as directed by the County within the time specified by the County;
  3. the Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

The County may terminate this Agreement in whole or in part and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to the Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the Agency's duties under this Agreement.

- C. Termination for Other Grounds:
1. this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;
  2. County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of an unilateral change made in the County's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

- D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:
1. upon written request by the Agency, the County shall make or arrange for prompt payment to the Agency of allowable reimbursable costs not covered by previous payment;
  2. the Agency shall immediately refund to the County any unencumbered balance of the funds paid to the Agency budgeted but unspent for the program(s) terminated;
  3. the Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;
  4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the recommendation on disallowable costs resulting from the final audit;
  5. the Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.



## PAYMENT PROVISIONS

As consideration for services, as described in the specific provisions of this Agreement, the County agrees to pay the Agency on a pre-negotiated maximum amount based on an individual's waiver status. Total contract amount for fiscal year 2012 (October 15, 2011-September 30, 2012) shall not exceed **\$10,000 for direct service mentoring services, \$12,000 for indirect mentoring program services (volunteer recruitment and training), \$6,300 for youth coalition coordinator services, and \$2,400 for health insurance stipend for employee** as outlined in **Exhibit A- Budget**.

- I. Services for this contract shall be billed at an **hourly rate of \$19.43 per hour** up to 1456 hours per year.
- II. An additional \$200 is allocated as an employee health insurance stipend for a total of \$2,400 per year. Big Brothers Big Sisters shall bill the County this \$200 per month for each month this stipend is passed on to the employee.
- III. Monthly billings to the County by the Agency shall be received by the 15<sup>th</sup> of the month following service.
- IV. All Agency claims for billing shall be submitted after all reports (PBPS and COMET) are completed in the respective systems.
- V. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to withhold payment in whole or in part when:
  - A. Monthly reporting requirements are not met
  - B. the Agency fails to submit all required documentation and/or required reports or audits;
  - C. in the County's judgment, additional information is required to substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the requirements of this contract; or
  - D. if claims are inconsistent with the terms and conditions of this contract.
- VII. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. No payment shall be made for services not included in claims submitted within **forty-five (45) days** following the month during which services were performed under this contract.
- VIII. Any fees or revenues generated through services provided under this agreement shall be used solely within the program area which generated the revenue.
- IX. Recovery of Fees: If the Agency bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the County shall recover the fees for those services and the Agency shall fully cooperate during the recovery.
- X. Reduction in funding: The County reserves the option to prospectively reduce the amount of this contract in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this contract do not become available for use in purchasing said services. The County agrees to promptly notify the contracting Agency of any reduction in funding by state, federal, or other officials.

## STATEMENT OF WORK

All work completed under this contract shall be done in full compliance with **Exhibit C-Drug Free Communities Grant terms and conditions.**

### Youth Coalition Coordinator

1. Provide a 0.2 FTE (8 hours per week) Youth Coalition Coordinator for WellSpring Community Network as outlined in **Exhibit B- Youth Coalition Coordinator Job Description.**
2. Convene monthly WellSpring Community Network Youth Coalition meetings, track and report monthly match, and complete funder reporting requirements relating to the youth coalitions (COMET). Coordinate with adults leaders, educate and mobilize youth to implement substance abuse prevention strategies, including at least three of the following (mutually agreed upon by Big Brother Big Sisters, WellSpring Community Network and the COUNTY):
  - a. Social Norms Campaign
  - b. Safe Prom/Safe Graduation Campaign
  - c. Bottle Tagging/Retailer Education Campaign
  - d. Red Ribbon Week
  - e. Midnight Madness and YAK Night (in collaboration with IMHS Prevention Club)
  - f. Campaigns created by DBHR and/or RUAD relating to youth substance abuse prevention
3. Organize and chaperone youth attendance at annual legislative day.
4. In conjunction with WellSpring Capacity Team, implement youth asset builder awards program and volunteer recognition luncheon.
5. Conduct youth oriented “break out session” at annual WellSpring Community Network Town Hall Meeting.
6. Collaborate with IMHS prevention club and conduct outreach with school faculty and students, conduct presentation for high school juniors on possible senior projects.
7. Contribute one article for the WellSpring Newsletter (every other month)
8. Recruit, coordinate, and chaperone if necessary youth trainings
9. Write and submit press releases to local media for work relating to the Youth Coalition

### Big Brothers Big Sisters Mentoring

1. Provide a .5 FTE (20 hour per week) Mentoring Programs Coordinator to serve students within the Ocean Beach School district.
2. Develop and implement school based mentoring program within Ocean Beach School District.
3. Big Brothers Big Sisters will initially recruit 30 mentoring between youth mentees and adults’ mentors within the Ocean Beach School District boundaries by September 30, 2013. An average of 20 mentoring matches will be maintained on an ongoing basis during the Ocean Beach School District school year.
4. Complete reporting requirements including monthly PBPS data entry, pre/post tests for all program participants, and bi-annual COMET reporting.
5. Attend WellSpring Community Network meetings at least quarterly to report on programs to coalition members

In the Witness Whereof the parties hereto have caused this contract to be executed this the

\_\_\_\_\_ day of \_\_\_\_\_ 2011.

Board of County Commissioners  
Pacific County, Washington

Big Brothers Big Sisters of Southwest Washington  
Long Beach, Washington

\_\_\_\_\_  
Norman B. Cuffel, Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Kaino, Commissioner

\_\_\_\_\_  
Title

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Burke                      Date  
Prosecuting Attorney

## EXHIBIT A- BUDGET

<b>Funding Source</b>	<b>Activity</b>	<b>Budget (10/15/2011-9/30/2012)</b>	<b>Budget (10/1/2012-9/30/2013)</b>
Drug Free Communities	Mentoring Program (Indirect Services)	\$12,000	Inc in amendment #1
Drug Free Communities	Youth Coalition Coordinator	\$6,300	Inc in amendment #1
Drug Free Communities	Employee Health Insurance Stipend	\$2,400	Inc in amendment #1
DBHR- SAPT Prevention Block Grant	Mentoring Program (Direct Services)	\$10,000	Inc in amendment #1

Total      \$30,700

## EXHIBIT B- YOUTH COALITION COORDINATOR JOB DESCRIPTION

### Youth Coalition Coordinator

#### ***General Responsibilities:***

Coordinate services for the WellSpring Youth Team and Youth Coalition.

#### ***Essential Functions:***

1. Provide leadership support for all WellSpring Community Network Youth Coalition meetings, steering committee meetings, and ad hoc committee meetings.
2. Recruits and maintains a diverse mix of youth participation in the WellSpring Youth Coalition. Provides training and information as needed to enable committee work effectively in teams, make quality decisions, and successfully execute plan.
3. Ensure development of meeting agendas, meeting notices, recordkeeping and other administrative duties relating to the youth team and youth coalition are met.
4. Ensure all grant record keeping, reporting, and recording requirements related to the youth coalition/team are met.
5. Provide leadership in planning and coordinating youth driven community and school based education and awareness events, media campaigns, and community/parent outreach.
6. Work closely with Capacity Building Team in securing in-kind donations, and identifying and pursuing local funding opportunities from individuals, service clubs, businesses and foundations.
7. Leverage resources for sustainability of WellSpring Community Network: research, identify, and prepare applications to obtain funding for various projects, studies, or programs. Work with capacity team to secure in-kind donations and to identify local funding sources from individuals, service clubs, businesses and foundations. Develop and administer youth programs as needed.
8. Develop and maintain a record-keeping system that provides for the proper evaluation, control and documentation of assigned operations. Prepare and submit timely reports, budget and financial operations, and projects and resource development in line with Network goals and in compliance with the DFCG.
9. Establish and maintain effective working relationships with other coalition board, staff, service providers, contractors, public officials, the general public, and representatives of other agencies

***Minimum Qualifications:***

1. Bachelor's degree in Education, Social Services or closely related field required. Or, a minimum of two years education in closely related field combined with 2 years of related may be substituted for Bachelors Degree requirement.
2. Working knowledge of Microsoft Office software applications including; Excel, Word, Publisher, etc. Must have exceptional interpersonal relations skills, strong organizational skills and the ability to create and maintain community partnerships.
3. Ability to communicate effectively both orally and in writing and ability to make effective public presentations on technical, complex, and often, controversial information.

***Preferred Qualifications and Skills***

1. Thorough knowledge of planning principles, practices, and techniques as they relate to community development, with special emphasis on programs and services for youth and families.
2. Strong operational skills in data collection and analysis, and grant-writing skills.
3. Working knowledge of application and interpretation of federal, state and local rules, regulations, codes and ordinances as they relate to area of assignment.
4. Experience working with youth and school programs.
5. Working knowledge of principles and techniques of program evaluation and monitoring.

***Employment Requirements***

1. Ability to independently initiate, plan and complete work assignments.
2. Appear for scheduled work with regular, reliable and punctual attendance.
3. Establish and maintain cooperative, effective, and productive working relationships using tact, patience and courtesy.
4. Effectively plan and organize work and complete tasks within prescribed timeframes.
5. Travel required, reimbursed within travel budget. Use of personal vehicle, valid Washington State Drivers License and Auto Insurance required.
6. Successful completion of drug test, criminal records, and fingerprint background check.
7. Ability to lift and carry supplies and/or equipment weighing up to 50 pounds.

## **EXHIBIT C- DRUG FREE COMMUNITIES GRANT TERMS & CONDITIONS**

The Drug Free Communities Support Program (DFC) is a collaborative effort between the Executive Office of the President, Office of National Drug Control Policy (ONDCP), and the Substance Abuse and Mental Health Services Administration (SAMHSA). Grant awards are made available through SAMHSA with funding from ONDCP. The purpose of the funding is to address two major goals: 1) Establish and strengthen collaboration among communities, private nonprofit agencies, and Federal, State, and local and tribal governments to support the efforts of community coalitions to prevent and reduce substance abuse among youth; and 2) Reduce substance abuse among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse.

While responsibility rests with the grantee for achieving the primary goals of the program, SAMHSA and its designated representatives shall monitor and provide continuing technical assistance, consultation, and coordination in the conduct of the project during the funding period. In addition to these terms and conditions and the applicable statutes and regulations, grantees are bound by the DHHS Grants Policy Statement and all requirements in the Program Announcement for the FY 2009 DFC.

### **SPECIAL TERMS OF AWARD:**

Failure to comply with special terms and conditions may result in a drawdown restriction on your Payment Management Account or denial of funding in the future.

1. Grantee must receive and expend non-federal matching funds as required in the Program Announcement. In-kind support may also be used to satisfy the match requirement.
2. Grantee must collect, on a biennial basis, the following data on youth consistent with the geographic area served by the coalition: (1) age of onset of any drug (including alcohol, marijuana and tobacco); (2) frequency of drug use in the past 30 days (including alcohol, marijuana and tobacco); (3) perception of risk or harm; and (4) perception of disapproval of use by adults (including alcohol, marijuana and tobacco), or other measures as identified by ONDCP. The grantee should report on youth in at least three grades. The size of the data collection must be sufficient to provide an accurate and meaningful statistical representation of the geographic area served by the coalition.
3. By October 31, 2009, grantee is required to submit a plan outlining how the coalition will comply with the data reporting requirements listed in section D-2. The report should be submitted to the Government Project Officer listed in the contact section of this award notice.
4. Grantee must participate in the DFC National Evaluation. This includes the reporting of required data, and potential further interaction with the evaluation team, as necessary.
5. If required, grantee must develop a corrective action plan and complete approved plan within a designated timeframe to correct or improve identified deficiencies in performance and/or in the conditions contributing or causing the unsatisfactory performance.
6. Grantee must set aside funds to send two (2) people to attend the FY2009 New Grantee Meeting, a four-day workshop held in Washington, DC and other identified training. ONDCP will provide guidelines on the positions and/or participants who should attend. Budget revisions may be made a necessary
7. DFC coalitions must use the Strategic Prevention Framework (SPF), a five step evidence-based process for community planning and decision-making. The 5-step process includes: needs assessment, capacity building, planning, implementation, and evaluation.

8. Coalitions in the 3rd and 7th year of DFC funding must submit a Sustainability Plan for approval to the GPO.
9. The Division of Grants Management at SAMHSA conducts a review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 74.14 or 92.12, as applicable. The restriction will affect the drawdown of funds from the Payment Management System; all drawdown's will require the prior approval of the applicable GMS.

#### **STANDARD TERMS OF AWARD:**

1. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
2. The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
3. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
4. The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, the demonstration of matching funds, and acceptable documentation of the progress of the grant.
5. Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards matching funds and in-kind support, and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
6. Per (45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
7. Program income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form). Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").



8. All Post Award Changes that require prior approval must be submitted in writing to the GMO, at SAMHSA. When submitting requests, include grant number, Project Director, the authorized institutional official's name, title and institution, telephone number, fax number and e-mail address. The mailed/faxed request must bear the signature of an authorized business official of the grantee organization as well as the project director. It is understood that the transmission of electronic prior approval requests is a clear expression of institutional approval and that all internal procedures have been properly completed. Additionally, the grantee will be responsible for any internal distribution of the request. Approval of the request may be granted by the GMO in the form of a revised Notice of Award. No other written or oral approval should be accepted and will not be binding on SAMHSA.

Listed below are some of the Post Award Changes which require prior approval.

For prior approval procedures access [www.samhsa.gov/grants/management.aspx](http://www.samhsa.gov/grants/management.aspx). There may be some DFC specific requirements needed in addition to the ones outlined at the above website.

- \* Any replacement of, or substantial reduction in effort of the Program Director (PD) and/or Project Coordinator (PC) of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD and/or PC, if the individual being nominated for the position was not named in the approved application, or if a replacement is needed should the incumbent step down or is unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request by letter or e-mail.

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

Name, Katie Lindstrom @ % level of effort

Name, Project Coordinator @ % level of effort

- \* Budget revisions of a substantial nature (usually over 25% of the approved budget), changes in a contract, and/or changes in indirect costs require prior approval from the GMO.
- \* The carryover of unspent funds from one fiscal year to the next fiscal year requires prior approval from the GMO. Requests for the carryover of funds must be submitted to the GMO by the first Monday in February following the budget end date. Any requests received after the deadline will not be reviewed and the grantee must request the carryover in the following fiscal year (funds may not be used until the request is approved and a revised Notice of Award is issued).

The Financial Status Report (SF 269), see section F-1, for the fiscal year in which the funds were not spent must be accepted prior to issuing an approval of the request.

In addition to the required information shown at the above website grantees are to submit a copy of the coalition meeting minutes showing the approval of the use of these funds. Grantees are required to demonstrate the non-Federal match requirement at the level for the year that the funds are being transferred.

Use of these funds without prior approval may result in unallowed costs that must be reimbursed back to the Federal Government.

- \* Changes in the grantee's scope of work such as goals, objectives, data collection, must have prior approval of the GMO and GPO.
- \* A no-cost extension of the project requires prior approval by the GMO. This action is warranted only in the last year of the project. The request must be submitted 90 days prior to the end of the project period.

9. Upon further review of the submitted budget and/or changes in grants policy(ies)and/or changes in program guides, grantee may be asked to revise their budget.
10. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
11. Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.
12. As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
13. No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
14. Restrictions on Grantee Lobbying

(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 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 violations of section 1352 (a) of title 31.

15. Where 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 ONDCP and SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Office of National Drug Control Policy or the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

16. If federal funds are used by the grantee to attend a meeting and meal(s) are provided as part of the program, then the per diem applied to the travel costs must be reduced by the allotted meal costs.
17. Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at Mike.Daniels@samhsa.hhs.gov or 240-276-0759.
18. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to [www.samhsa.gov/grants/trafficking.aspx](http://www.samhsa.gov/grants/trafficking.aspx).

## REPORTING REQUIREMENTS:

1. The Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted no later than:

December 28, 2010

The FSR (SF 269) is required for each 12 month period. In addition, if a no-cost extension was approved a final FSR (SF 269) is due within 90 days after the end of the extension. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272).

The FSR must be prepared on a cumulative basis and all program income must be reported. Include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. If the grantee fails to meet the match adjustments to the award will be made and grantee will need to reimburse the Federal Government for unallowed expenses. The FSR may be accessed from the following website at <http://www.whitehouse.gov/omb/grants/sf269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print, sign and mail to this office.

2. The DFC Semi-Annual Progress Reports are due to be submitted through the Coalition Online Management and Evaluation Tool (COMET) on the following dates unless otherwise instructed by ONDCP through your GPO:

May 10<sup>th</sup> and December 10<sup>th</sup> annually

3. Grantee is required to submit an annual Coalition Classification Tool survey.
4. Submission of the Federal Cash Transactions Report PSC 272 is due 45 days after the end of each fiscal quarter. This Division of Payment Management report is completed online. To access the information and review the exact due dates go to [www.dpm.psc.gov](http://www.dpm.psc.gov).
5. The grantee must comply with Government Performance Results Act (GPRA) requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the GPO. This information is needed in order to comply with PL 102-62 which requires that ONDCP report evaluation data to ensure the effectiveness and efficiency of its programs.
4. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Federal Audit Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first. Single Audit Reporting packages for fiscal periods ending on or after January 1, 2008 must be submitted online at: <http://harvester.census.gov/fac/collect/ddeindex.html> Audits reports with fiscal periods ending in 2002 ~ 2007 must be mailed to the following address.

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10th Street  
Jeffersonville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

## **INDIRECT COSTS:**

If grantees want to claim indirect costs, they must have an indirect cost rate agreement; otherwise, all costs should be charged as direct costs. Grantees that have not established an indirect cost rate agreement are required to submit an indirect cost rate proposal to the appropriate regional office within 90 days from the start date of the project period. If the grantee requests indirect cost reimbursement, but does not have an approved rate agreement at the time of award, the grantee shall be limited to a provisional rate equaling one-half of the indirect costs requested up to a maximum of 10 percent of salaries and wages only whichever is less. If the recipient fails to provide a timely proposal, indirect costs paid in anticipation of establishment of a rate must be disallowed. If a rate is approved the grantee must submit a revised budget using the process outlined in Standard Term, Section E, Number 9.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available. Contact the appropriate regional office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices go to [www.samhsa.gov/grants/contact.aspx](http://www.samhsa.gov/grants/contact.aspx).

## **ENVIRONMENTAL STRATEGIES:**

Coalitions are expected to develop and utilize environmental strategies based on a community systems perspective that views a community as a set of persons engaged in shared social, cultural, political, and economic processes. More specifically, environmental strategies seek to: (1) limit access to substances, (2) change the culture and context within which decisions about substance use are made, and/or (3) reduce the prevalence of negative consequences associated with substance use (such as motor vehicle crashes, sexual assaults, etc.). Specific strategies include rules and regulations, community norms, and access to alcohol and other drugs. Therefore, effective prevention requires intervention in various facets of community life that are designed to create change within a whole community.

DFC coalitions are more likely to be successful in meeting their objectives if they work collaboratively to utilize environmental strategies. Non-government funds may be used for activities or interventions directed at specific individuals or small groups, however the primary purpose of the Federal funding in a DFC grant is to strengthen the capacity of coalitions to reduce and prevent youth substance use in the community by generating positive population-level, lasting environmental change. If an applicant has identified a community need for individualized or small-group targeted 'directed activities, practices, strategies or interventions,' these should be leveraged in coordination with local partners and/or funded primarily utilizing non-Federal and/or in-kind match dollars. All responses to special terms and conditions of award and post-award requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:

Division of Grants Management  
OPS, SAMHSA  
1 Choke Cherry Road, Room 7-1091  
Rockville, MD 20857

For Overnight or Direct Delivery:

Division of Grants Management  
OPS, SAMHSA  
1 Choke Cherry Road, Room 7-1091  
Rockville, MD 20857