

**Prevention Services Contract – Special Terms and Conditions
As of March 30, 2016**

1. Definitions.

- a. “Awards and Revenues” or “A&R” details the Contractor’s Awards and Revenues attached as Exhibit B.
- b. “Awards” means the total funding of all individual awards DSHS allocates to the County/Contractor, and the total of all awards in this Contract’s Maximum Amount, which is itemized, per service, in Exhibit B.
- c. “BARS” means – “Fiscal/Program Requirements”, see below, which replaces BARS document.
- d. “BHSIA” means Behavioral Health and Service Integration Administration.
- e. “Boilerplate Language” means the standard Contract language, including General and Special terms, which will be common to all subcontracts issued by the County/Contractor for provision of the services required by this Contract.
- f. “Calibration Scoring” means scoring between Observer 3, Observer 2, and Observer 1 to prevent scorer drift from the standards and methods established in the Washington Codebook. Calibration Scoring happens on a frequency of approximately ten percent (10%) of entries in the CCB or semiannually to ensure reliability.
- g. “CCB” means the Community Check Box, an on-line documentation support system.
- h. “Certified Prevention Professional” or “CPP” means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, www.pscbw.com.
- i. “Community Prevention and Wellness Initiative” or “CPWI” means the DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by County/Contractor and approved by DSHS.
- j. “Contract Coordinator” means the person designated to carry out administrative and oversight responsibilities of the prevention programs.
- k. “Contract Manager” means the DSHS contact identified on page one (1) of this Contract.
- l. “Data” means information that is disclosed or exchanged as described by this Contract.
- m. “DEA” means United States Drug Enforcement Agency.
- n. “Dedicated Marijuana Fund” or “DMF” means revenue generated by the taxation of

retail marijuana as a result of the implementation of Initiative 502 (I-502) as authorized by the Washington State Legislature in 2E2SHB 2136.

- o. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
- p. "DSHS Contact" means the DSHS Contact staff identified on page 1 of this Contract.
- q. "DUNS" or "Data Universal Numbering System" means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.
- r. "Ensure" as to this Contract means to make sure that something will happen or will be available within the resources identified in the Consideration.
- s. "EPA" means Environmental Protection Agency.
- t. "Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHSIA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DSHS, located at:
<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>
- u. "Media materials and publications" means:
 - (1) News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.
 - (2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio).
 - (3) Earned Media: Published news stories (print, broadcast or online) resulting from the County/Contractor's contacts with reporters.
 - (4) Donated Media, including public service announcements: Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors.
 - (5) Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.
- v. "Monitoring and Participatory Evaluation" or "M&E" means data collection and evaluation process for coalitions to measure community impact of coalition activity.
- w. "Observer 1" means the Primary Scorer(s), the Coalition Coordinator(s) and Coalition Member(s).

- x. "Observer 2" means the Reliability scorer at DSHS.
- y. "Observer 3" means the Calibration scorer at Work Group for Community Health and Development at the University of Kansas (KU Work Group).
- z. "Partnerships for Success" also known as Partnerships for Success 2013 or PFS means the Federal grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.243.
- aa. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.
- bb. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.
- cc. "Prevention System Manager" (PSM) means the designee assigned to manage day to day responsibilities associated with this Contract.
- dd. "Reliability Scoring" means scoring between Observer 2 and Observer 1 to ensure the standardizing of methods, times, and other aspects of the observation to be accurate and consistent, and therefore more useful to an overall evaluation. Reliability scoring happens on a monthly frequency with DSHS to ensure reliability and consistency of entries with the Washington Codebook.
- ee. "Substance Abuse Block Grant" or "SABG" means Federal Substance Abuse Block Grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959.

2. Applicable Law.

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

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

- a. 21 CFR Food and Drugs

Chapter 1, Subchapter C, Drugs: General

<https://www.law.cornell.edu/cfr/text/21/chapter-1/subchapter-C>

- b. 42 CFR Subchapter A--General Provisions

Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records

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

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

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

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

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

- e. Fiscal/Program Requirements (Formerly BARS)

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

3. Purpose.

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

4. Performance Statement of Work.

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

- a. Coordination of Prevention Services.

The County/Contractor shall ensure:

- (1) Provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website (http://www.theathenaforum.org/cpwi_community_coalition_guide_updated_august_2015) which outlines the minimal standards to participate in the CPWI. County/Contractor shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing with the Dedicated Marijuana Funding.
- (2) Direct recurring service programs shall be implemented in an ongoing schedule in year two (2) of this Contract as determined by a stakeholder workgroup that will be formed with DSHS to discuss, and propose the new requirement to DSHS.
- (3) Submit a budget with projected expenditures, including salary and benefits for DSHS funded prevention staff, program costs, training and travel to the Contract Manager or designee, within thirty (30) days upon request. A template will be provided.

Budget adjustments that total ten percent (10%) or more from the approved

County/Contractor and/or CPWI coalition budget shall submit a budget revision for approval to CM or designee at least fifteen (15) days prior to expending adjusted budget items.

- (4) Ensure new hire Community Coalition Coordinators meet required position qualifications and workstation requirements found in the CPWI Community Coalition Guide.
 - (a) County/Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist to Contract Manager or designee for review.

DSHS shall review and respond within forty-eight (48) business hours.
 - (b) DSHS reserves the right to require County/Contractor to develop a Community Coalition Coordinator training plan if candidate does not meet required qualifications.
- (5) Ensure Community Coalition Coordinators are Certified Prevention Professionals (CPP).
 - (a) Ensure that current, non-certified Community Coalition Coordinator(s), obtains a CPP credential within twelve (12) months of contract start date; maintain for duration of contract,
 - (b) Ensure currently certified Community Coalition Coordinator(s) maintain CPP credential status, and
 - (c) Ensure Certified Prevention Professional (CPP) certification within eighteen (18) months of new Community Coalition Coordinator start date.
- (6) Enter approved programs, based on the priorities, goals and objectives described in the approved Strategic Plan, into the PBPS within thirty (30) days of Strategic Action Plan approval.
- (7) Ensure sixty percent (60%) of programs supported by DSHS funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the *Excellence In Prevention Strategies List* webpage on the Athena Forum website:
http://www.theathenaforum.org/learning_library/ebp. Ensure that all of the programs supported by DSHS meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website.
http://theathenaforum.org/sites/default/files/CSAP_Principles_of_SA_Prevention.pdf
- (8) Food costs are generally unallowable during program implementation except within the following parameters:
 - (a) Light refreshment costs for training events and meetings lasting longer than two (2) hours in duration are allowable.

- (b) Ensure that light refreshment costs do not exceed \$2.50 per person.
 - (c) Meals may be provided for participants using SABG funds only if:
 - i. The training is four (4) hours or more in duration; or
 - ii. The program is a recurring, direct service family domain program and must be approved in strategic plan.
 - (d) Meals are not allowable costs with Partnerships for Success (PFS) funds.
 - (e) County/Contractor shall adhere to current state per-diem rates for meals found online at <http://www.ofm.wa.gov/policy/10.90.htm>.
 - (f) No more than a total of \$1,000 may be spent on food or light refreshments per CPWI Coalition per year.
- (9) Dedicated Marijuana Funds (DMF) shall be used for program and strategy training and implementation.
- (a) All programs planned and implemented with DMF shall be programs selected from the DBHR provided youth marijuana use prevention and reduction program list.
 - i. No less than eighty-five percent (85%) of DMF funds shall be expended on evidence-based or research-based programs on the identified program list.
 - ii. Up to fifteen percent (15%) of DMF funds may be expended on Promising programs on the identified program list.
- (10) County/Contractor shall submit a DMF Program Enhancement Packet to the Contract Manager within thirty (30) days of this executed contract amendment.
- Required DMF Packet information includes updated Action Plan, Logic Model and Budget Template that denotes additional program(s) planned or plans for additional program(s) services of the programs on the list provided.
- (11) County/Contractor is encouraged to collaborate and partner with community-based organizations (CBOs) that operate within or serves the CPWI community.
- (12) Meals may be provided for participants using DMF funds only if:
- (a) The training is four (4) hours or more in duration; or
 - (b) The program is recurring, direct service family domain program, and must be approved in strategic plan.

b. Coordination of Prevention Services.

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

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

c. Prevention Training.

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

(2) Non-Required Training in CPWI

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

(b) The County/Contractor shall ensure any requests for training are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) working days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:

i. Coalition building and community organization.

ii. Capacity building regarding prevention theory and practice.

iii. Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.

iv. Capacity building in non-CPWI communities to expand CPWI efforts and meets overall goals and objectives of CPWI may be approved by Contract Manager or designee upon request.

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

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

d. Media Materials.

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

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

- (1) Newsletters and fact sheets.
- (2) News coverage resulting from interviews with reporters. This includes online news coverage.
- (3) Newspaper editorials or letters to the editor.
- (4) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.
- (5) When a statewide media message is developed by DSHS is localized.
- (6) When the current SAMHSA-sponsored media campaign is localized. (As of October 2014, this is the "Talk. They Hear You." campaign. <http://beta.samhsa.gov/underage-drinking>)

e. Reporting Requirements.

(1) Prevention Reporting Requirements

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

(2) Prevention Activity Data Reports

The County/Contractor shall:

- (a) Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth in section 4.e.
 - i. Ensure accurate and unduplicated reporting.
 - ii. Ensure proper training of staff and designated staff for back-up PBPS data entry to meet report due dates.

- (3) [If special circumstances arise and Contractor is unable to enter the data by the reporting deadline\(s\), the Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via](#)

email five (5) working days before the report due date.

The maximum extension request permitted is ten (10) working days.

- (a) Monthly Invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
- (b) Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to DSHS.

Extensions granted due to PBPS technical issues will be excluded from this count.

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

- (c) Ensure demographic information is provided for single; mentoring; environmental; and recurring services.
- (d) Provide Community Coalition Coordination Reports on its efforts in the PBPS for each month of the calendar year.

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

f. Outcome Measures

- (1) The County/Contractor shall report on all required pre/post-tests in PBPS

Program Selection Instruments identified in the PBPS.

Special situations and exceptions regarding pre/post tests and Program Selection Instruments identified in the PBPS include, but are not limited to, the following:

- (a) The County/Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.
 - (b) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.
 - (c) Programs that only provide single service events.
 - (d) Environmental and media services.
- g. Performance Work Statement / Evaluation.
- (1) The County/Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group.
 - (a) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program objective between pre and post-tests.
 - (b) Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).
 - (c) Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.
 - (2) DSHS shall use the following protocol for evaluation:
 - (a) Matched pre-test and post-test pairs will be used in the analysis.
 - (b) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
 - (c) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).
 - (3) Different groups receiving the same program will be clustered by school district.
 - (a) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
 - (b) The results of one (1) provider in a given school district will not impact another provider in the same district.

- i. In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the outcome linked to the program in PBPS will be used.
 - ii. Results for groups with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
 - (c) If fewer than half of the participants in a group, within a given school district, report positive change in the intended outcome:
 - i. The County/Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) days of notice by DSHS.
 - ii. Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the Contract Manager or designee or their designee.
 - iii. If a second group within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
 - (A) In cases where there is no active non-compliant program, the County/Contractor shall discontinue implementation of that program within the specified geography.
 - (B) In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups will be allowed to complete the expected number of sessions. No new groups will be started.
 - (C) Following the conclusion of all groups completing the program, results will be reviewed for those groups.
 - (D) If the results do not show positive change for each group, the County/Contractor shall take the following action:
 - In cases where the program is being delivered by a single provider in the specified geography, the County/Contractor shall discontinue implementation of that program in the specified geography.
 - In cases where the program is being delivered by multiple providers in the specified geography, the County/Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
- (4) A program that resulted in the need for a Performance Improvement Plan and Plan was approved during the July 1, 2013 to June 30, 2015 contract period will not carry that record forward into the July 1, 2015 - June 30, 2017 contract period.

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

5. Requirements.

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

- (1) The County/Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- (2) When providing services to youth, the County/Contractor shall ensure that requirements of WAC 388-06-0170 are met.

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

The County/Contractor shall:

- (1) Ensure all services and activities provided by the County/Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.
- (2) Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.
- (3) Take the initiative to strengthen working relationships with other agencies serving these populations. The County/Contractor shall require its subcontractors to adhere to these requirements.

c. Continuing Education.

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

d. Single Source Funding.

- (1) The County/Contractor shall ensure all subcontractors that Single Source Funding means that a subcontractor can use only one source of funds at any given time.
- (2) Each cost reimbursement Prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source.

e. Contract termination notice.

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

f. Subrecipients.

- (1) General. If the County/Contractor is a subrecipient of federal awards under any Program Agreement as defined by 2 CFR Part 200, the County/Contractor shall:
 - (a) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (b) Maintain internal controls that provide reasonable assurance that the County/Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (c) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (d) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County/Contractor and its Subcontractors who are subrecipients;
 - (e) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (f) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- (2) Single Audit Act Compliance. If the County/Contractor is a subrecipient under a Program Agreement and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the County/Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County/Contractor shall:
 - (a) Submit to the DSHS contact person, listed on the first page of the Program Agreement, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (b) Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's

schedule of findings and questioned costs.

(3) Overpayments. If it is determined by DSHS, or during the course of a required audit, that the County/Contractor has been paid unallowable costs under any applicable Program Agreement, DSHS may require the County/Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

(4) Subcontractor Audit

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

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

g. Federal Block Grant Funding Requirements.

The County/Contractor shall comply with the following:

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

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

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

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

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

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

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

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

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

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

h. Notice of Federal Block Grant Funding Requirement.

The County/Contractor shall:

- (1) Notify subcontractors in writing of the federal funds, when federal block grant funds are allocated by the County/Contractor to subcontractors for the delivery of services and activities under this Contract.
- (2) Ensure all subcontractors comply with all conditions and requirements for use of federal block grant funds within any subcontracts or other agreements. OMB 2 CFR, Part 200, Subpart F (A-133).
- (3) A portion of the funding for this contract may be from the federally funded Substance Abuse Block Grant (SABG) CFDA #93.959. The amount allocated will be detailed in the County/Contractor's authorization for service. The County/Contractor will be notified of the amount of SABG expended each calendar year.

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

6. Subcontracts.

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

a. Subcontract Language.

- (1) The County/Contractor shall include in its boilerplate language all requirements and conditions in this Contract that the County/Contractor is required to meet when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:
 - (a) Identification of funding sources
 - (b) DUNS number and Zip code +4 of subcontractor
 - (c) How eligibility will be determined
 - (d) That subcontracts shall be fee-for-service, cost related, or price related as defined in Fiscal/Program Requirements
 - (e) That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
 - (f) What actions the County/Contractor will take in the event of a termination of a subcontractor to ensure all prevention data on services provided have been entered into the PBPS
 - (g) How service applications and recipients will be informed of their right to a

grievance in the case of:

- i. Denial or termination of service
- ii. Failure to act upon a request for services with reasonable promptness
- (h) Audit requirements - OMB 2 CFR, Part 200, Subpart F (A-133) audit requirements if applicable to the subcontractor
- (i) Authorizing facility inspection
- (j) Background Checks
- (k) Conflict of interest
- (l) Debarment and suspension certification
- (m) Indemnification
- (n) Nondiscrimination in employment
- (o) Nondiscrimination in prevention activities
- (p) Performance Based Contracts
- (q) Providing data
- (r) Records and reports
- (s) Requirements outlined in the Data Sharing provision in the Contract
- (t) Services provided in accordance with law and rule and regulation
- (u) PBPS data input and reconciliation
- (v) Treatment of assets
- (w) Unallowable use of federal funds

b. Subcontract Inspection.

DSHS reserves the right to inspect any subcontract document.

c. Subcontractor Monitoring.

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

(2) On-Site Monitoring:

The County/Contractor shall

- (a) Conduct a subcontractor review which shall include at least one (1) on-site visit, annually, to each subcontractor site providing services to monitor fiscal and programmatic compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract.
- (b) Submit written documentation of each on-site visit to Contract Manager or designee. A copy of the full report shall be kept on file by the County/Contractor.

(3) PBPS Monitoring

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

- (a) Ensure accurate and unduplicated reporting.

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

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

(4) Additional Monitoring Activities

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

d. Subcontractor Termination Requirements.

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

7. Consideration.

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

a. Reimbursable Costs.

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

(1) Incentives for performance:

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

- (b) CPWI community performance will be reviewed for the evaluation periods listed below based on data submitted into the PBPS.
 - i. Evaluation Review period: July 1, 2015-December 31, 2015 based on data submitted into the PBPS by January 16, 2016;
 - ii. Evaluation Review period: January 1, 2016-June 30, 2016 based on data submitted into the PBPS by July 16, 2016; and
 - iii. Evaluation Review period: July 1, 2016-December 31, 2016 based on data submitted into the PBPS by January 16, 2017.
- (c) CPWI community (ies) are eligible for incentives based on the following criteria:
 - i. Retention
 - (A) When participants within a group attend at least 80% of the group sessions for evidence-based direct recurring service programs;
 - (B) Program groups are designed to administer at least five (5) sessions;
 - (C) Group must consist of at least fifteen (15) participants; and
 - (D) Groups must retain a minimum of 80% of program group participants.
 - ii. Exceptional Outcomes
 - (A) When the CPWI coalition has positive outcomes for all targeted objective(s) for all recurring direct service programs for completed groups within the evaluation review period.
 - (B) Positive outcomes are determined by same criteria as outlined in section 4.h.
- (2) Funding for earned incentives will is provided by DSHS every six months through a contract amendment.
- (3) The allocation of General Fund State funds in this contract shall be used for administrative costs.
- (4) The County/Contractor shall use no more than eight percent (8%) of the PFS funds for administrative costs.
 - (a) Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.
 - (b) Administrative costs are defined in the Fiscal/Program Requirements. <https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>.
 - (c) No SABG funds allocated in this contract shall be used for administrative

costs.

(5) County/Contractor shall use no more than eight percent (8%) of the Dedicated Marijuana Fund allocation for administrative costs.

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

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

b. Funding Allocation.

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

c. Period of Performance Service Costs.

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

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

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

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

8. Billing and Payment.

a. Invoice System.

The County/Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to A-19DBHR@dshs.wa.gov, by the County/Contractor, not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in the Consideration Section of this Contract.

If the limitation to not more often than monthly billing presents a fiscal hardship, the

County/Contractor may submit a written request of exception to this limitation to Contract Manager or designee.

b. Timely Payment.

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

c. DSHS Obligation for Payment.

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

d. Duplication.

The County/Contractor assures that work performed and invoiced does not duplicate work to be charged to the State of Washington under any other Contract or agreement with the County/Contractor.

e. Claims for Payment.

The County/Contractor shall:

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

f. Non-Compliance.

Failure to Maintain Reporting Requirements.

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

g. Recovery of Costs Claimed in Error.

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

9. Miscellaneous Items.

- a. Complete the Contractor Self-Assessment Monitoring Tool and submit to Contract Manager or designee.
- b. Update Contractor Intake form within thirty (30) days of County/Contractor changes and submit to Contract Manager or designee for processing.
- c. Provide DUNs number and Zip Code + 4 for County/Contractor.
 - (1) The DUNs number is .
 - (2) Zip Code + 4 is .

HIPAA Compliance

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

10. Definitions.

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
 - i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
 - k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
 - l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
 - n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 11. Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 12. Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the

purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).

- c. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

13. Individual Rights.

- a. Accounting of Disclosures.
 - (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
 - (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
 - (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

- 14. Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .
- 15. Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
- 16. Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 17. Breach Notification.**
 - a. In the event of a Breach of unsecured PHI or disclosure that compromises the

privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.

- b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

18. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit

compliance with the HIPAA Rules.

19. Applicable Exhibits.

The following table lists the included exhibits in the Contract and the Counties or Contractors to which they apply.

Exhibit	Title of Exhibit	Applicable to the Following Counties/Contractors
Exhibit A	Data Security Requirements	All Counties/Contractors
Exhibit B	Awards and Revenue (A&R)	All Counties/Contractors
Exhibit C	PFS Community Monitoring and Participatory Evaluation Pilot Project	Asotin County, Cowlitz County, San Juan County, Okanogan County Community Coalition, Skamania County Sherriff's Office, and Monroe School District
Exhibit D	PFS Community Monitoring and Participatory Evaluation Pilot Project; Secure Medicine Take-back	King County, Tekoa School District, and City of Prosser
Exhibit E	PFS Secure Medicine Take-back	County of Yakima Sunnyside School District
Exhibit F	PFS Community Monitoring and Participatory Evaluation Pilot Project; Sector Sharing Project	Rural Resources
Exhibit G	Community Based Prevention Services Grants – Dedicated Marijuana Account	King County and Pacific County Health and Human Services
Exhibit H	Mental Health Promotion and Suicide Prevention Project Statement of Work – Multi-site	Pacific County Health and Human Services
Exhibit I	Mental Health Promotion and Suicide Prevention Project Statement of Work – Single Site	ESD 112, Monroe School District, Tekoa School District, and Whatcom County
Exhibit J	Community Based Prevention Services Grants – Dedicated Marijuana Account	Pierce County
Exhibit K	Local CPWI DMA Program Training Projects	Cowlitz County, Whatcom County, Mt Adams School District, and Spokane County

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

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

- (d) Keeping them in locked storage when not in use
- (e) Using check-in/check-out procedures when they are shared, and
- (f) Taking frequent inventories

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

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

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

h. Data stored for backup purposes.

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

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

4. Data Segregation.

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

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

- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

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

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

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

SAMPLE

Exhibit B – Awards and Revenue

SAMPLE

Exhibit C

PFS Community Monitoring and Participatory Evaluation Pilot Project

Applies to the following Counties and Contractors: Asotin County, Cowlitz County, San Juan County, Okanogan County Community Coalition, Skamania County Sherriff's Office, and Monroe School District

1. Purpose.

The purpose of the Year 3 Partnerships for Success Monitoring and Participatory Evaluation Pilot Targeted Enhancement Project (M&E), (formerly called the Community Surveillance Project) is to provide support to Community Prevention and Wellness Initiative (CPWI) communities that have the need, capacity and readiness to build community capacity to evaluate community-level impact of coalition activity. This amendment applies to one Monitoring and Participatory Evaluation Pilot Year 3 PFS Targeted Enhancement Project.

2. Statement of Work.

a. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

(1) Coalition coordinator and one (1) coalition member participate in the following:

Work collaboratively with DSHS to become Primary Observers and develop and pilot data collection methods that document and evaluate coalition contributions to community-level change including developing methods to track prevention outputs as defined in the current version of the Washington Codebook for the pilot project that will be input in the Community Check Box (CCB), (formally called the ODSS):

(a) Number of new services, strategies or policies;

(b) Media Coverage;

(c) Resource Generated; and

(d) Internal coalition capacity development

(2) Participate in monthly reliability scoring calls provided by DSHS Reliability Scorer on dates to be determined.

(3) Complete the mandatory M&E training. Training will be provided by DBHR and KU Work Group. Date, format, and location to-be-determined.

(4) Participate in annual project learning community and technical assistance meeting, date and location to-be-determined.

(5) Participate in project learning community webinars, dates and frequency to-be-

determined (not more than quarterly).

(6) Present project progress at scheduled CPWI Learning Community meeting.

b. Contractor shall use provided funds to

(1) Purchase a one year data collection software application license for use until expiration of the license:

(a) The identified software is the Community Check Box (CCB) which is a product owned by the University of Kansas.

(b) Contractor shall purchase the software license through:

Work Group for Community Health and Development
1000 Sunnyside Dr., Rm. 4082
University of Kansas
Lawrence, KS 66045
785-864-0533

(2) Contract directly for expert consultation from Work Group for Community Health and Development for up to 10 hours during contract period to include:

(a) Consultation and technical assistance for uploading the coalition's logic model into the CCB.

(b) Designing the Coalition's CCB page for specific data entry related to the logic model activities.

(c) Group training and consultation to become Primary Observers to identify the local activities related to the coalition's logic model and strategies in the coalition's action plan that should be coded and entered into the CCB.

(d) Semiannual calibration scoring calls between Primary Observer(s), DSHS Reliability Scorer, and KU Calibration Scorer.

3. Reporting.

The Contractor Primary Observers shall:

a. Enter data monthly into the CCB application by the 15th of the month for previous month's services.

Report monthly the *complete* identified Monitoring and Participatory Evaluation inputs in the CCB using the current Washington State Code Book that reflect the work of the coalition for the previous month.

Complete entries into the CCB are defined as entries per community accomplishment and capacity building effort to critically reflect the impact made in the community by the respective coalition. Entries into the CCB will demonstrate the Coalition's efforts toward accountability, self-evaluation, continuous improvement,

and ongoing monitoring of progress against the work identified in the Coalition's Action Plan. Outputs from the CCB should be used in analysis of Coalition efforts and used in the Strategic Planning process, as well as a parallel compliment to the outputs from the Performance Based Prevention System.

b. Present project progress at scheduled CPWI Learning Community meeting.

4. Performance Work Statement.

If the Contractor shall fail to report services in the CCB data collection software application by the 15th of the month for previous month's services the resulting penalty of a deduction in the amount of \$10.00 for each day data is late will be made. The penalty shall be reflected on the A-19 invoice or noted in a supporting email.

Due to the nature of this project's potential contribution to statewide prevention system development, if the Contractor shall fail to report services in the CCB data collection software application by the 15th of the month for two (2) or more consecutive months during the contract period, the resulting penalty may be exclusion from future opportunities to continue participation in the Monitoring and Participatory Evaluation Pilot Targeted Enhancement Project.

5. Consideration.

- a. \$4,500 specific to this Exhibit C.
- b. Administrative expenses are limited to a maximum of 8% of the total Targeted Enhancement Project funds.
- c. If funding permits after the software license acquisition, and required consultation and training are allocated, project funds may be used to support or enhance approved substance abuse prevention action plan strategies.

Exhibit D

PFS Community Monitoring and Participatory Evaluation Pilot Project; Secure Medicine Take-back

Applies to the following County and Contractor: King County, Tekoa School District, and City of Prosser

1. Purpose.

This Exhibit applies to one Monitoring and Participatory Evaluation Pilot Project and one Secure Medicine Take-back Project. Year 3 Partnerships for Success Grant, Targeted Enhancement Projects.

The Secure Medicine Take-back Project aligns with the community needs assessment and will increase local capacity to address prescription drug misuse and abuse by reducing social availability of prescriptions in the community.

The purpose of the Monitoring and Participatory Evaluation Pilot - Targeted Enhancement Project (formally called the Community Surveillance Project) is to provide support to Community Prevention and Wellness Initiative (CPWI) communities that have the need, capacity and readiness to build community capacity to evaluate community-level impact of coalition activity.

2. Statement of Work.

a. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

(1) Monitoring and Participatory Evaluation Pilot:

(a) Coalition coordinator and one (1) coalition member participate in the following:

Work collaboratively with DSHS to become Primary Observers and develop and pilot data collection methods that document and evaluate coalition contributions to community-level change including developing methods to track prevention outputs as defined in the current version of the Washington Codebook for the pilot project that will be input in the Community Check Box (CCB), (formally called the ODSS):

- i. Number of new services, strategies or policies;
- ii. Media Coverage;
- iii. Resource Generated; and
- iv. Internal coalition capacity development

(b) Participate in monthly reliability scoring calls provided by DSHS Reliability Scorer on dates to be determined.

- (c) Complete the mandatory M&E training. Training will be provided by DBHR and KU Work Group. Date, format, and location to-be-determined.
- (d) Participate in annual project learning community and technical assistance meeting, date and location to-be-determined.
- (e) Participate in project learning community webinars, dates and frequency to-be-determined (not more than quarterly).
- (f) Present project progress at scheduled CPWI Learning Community meeting.
- (g) Contractor shall use provided funds to
 - i. Purchase a one year data collection software application license for use until expiration of the license:
 - (A) The identified software is the Community Check Box (CCB) which is a product owned by the University of Kansas.
 - (B) Contractor shall purchase the software license through:

Work Group for Community Health and Development
1000 Sunnyside Dr., Rm. 4082
University of Kansas
Lawrence, KS 66045
785-864-0533
 - ii. Contract directly for expert consultation from Work Group for Community Health and Development for up to 10 hours during contract period to include:
 - (A) Consultation and technical assistance for uploading the coalition's logic model into the CCB.
 - (B) Designing the Coalition's CCB page for specific data entry related to the logic model activities.
 - (C) Group training and consultation to become Primary Observers to identify the local activities related to the coalition's logic model and strategies in the coalition's action plan that should be coded and entered into the CCB.
 - (D) Semiannual calibration scoring calls between Primary Observer(s), DSHS Reliability Scorer, and KU Calibration Scorer.

(2) Secure Prescription Drug Take-back Project:

Enhance community capacity to practice safe disposal of medications by installing permanent secure drop box in location where community readiness has been established. (Installation and disposal must follow all DEA rules and all federal and state laws and regulations.)

- (a) Collaborate with community partners to develop and adopt policies and procedures necessary to install and maintain a permanent secure medicine take-back drop box.

Overtime wages for law enforcement officers and staff as outlined in strategic plan and outside of normal duties and other real costs (including mileage reimbursement) associated with transporting and properly disposing of collected medicines at EPA approved locations shall be permitted.

- (b) Install and maintain at least one (1) permanent secure medicine take-back drop box at a law enforcement location (or other permanent location as permitted by and in accordance with law and DEA rule) in CPWI community before June 30, 2016.
- (c) Create, utilize and disseminate public education information materials to increase awareness of the secure medicine take-back project, local treatment resources, naloxone information and medical response (Good Samaritan law) cards.
- i. Collaborate with community partners to develop and adopt policies and procedures necessary to maintain a permanent secure medicine take-back drop box.
 - ii. Disseminate public information including information on local treatment resources, naloxone information and medical response cards and posters. (Print ready materials are available online at www.stopoverdose.org).
 - iii. Utilize publications already available through DSHS and other publications. (i.e., Take as Directed brochures, SAMHSA Opioid Overdose Toolkit, and downloadable/printable materials on www.dshs.wa.gov/bhsia/division-behavioral-health-and-recovery/substance-abuse-prevention-publications, www.stopoverdose.org, and www.takebackyourmeds.org, <http://store.samhsa.gov/product/Opioid-Overdose-Prevention-Toolkit-Updated-2014/SMA14-4742>)
 - iv. Submit locally-developed educational and informational materials to DBHR for approval at least ten (10) business days prior to publication.
- (d) Ensure at least three (3) news publications to increase community awareness of secure medicine take-back project.

Publications are locally determined with the expectation of reaching community members.

Acceptable examples of publications include but are not limited to newspapers, newsletters, payroll stuffers, flyer inserts in bags distributed by pharmacy, printing on paper grocery bags, public service announcements (radio or television), and social media.

- (e) Coalition members provide education at one (1) public forum on topics related to safe home medicine storage, safe medicine disposal, local resources, and ways to reduce youth access to prescription medication for misuse and abuse before June 30, 2016.
- (f) Coalition coordinator or coalition representative participate in at least one (1) project learning community meeting/ webinar lasting up to two (2) hours in duration (date and time to be determined) with secure medicine take-back project DBHR staff lead during contract period.

3. Reporting.

a. Monitoring and Participatory Evaluation Pilot:

The Contractor Primary Observers shall:

- (1) Enter data monthly into the CCB application by the 15th of the month for previous month's services.

Report monthly the *complete* identified Monitoring and Participatory Evaluation inputs in the CCB using the current Washington State Code Book that reflect the work of the coalition for the previous month.

Complete entries into the CCB are defined as entries per community accomplishment and capacity building effort to critically reflect the impact made in the community by the respective coalition. Entries into the CCB will demonstrate the Coalition's efforts toward accountability, self-evaluation, continuous improvement, and ongoing monitoring of progress against the work identified in the Coalition's Action Plan. Outputs from the CCB should be used in analysis of Coalition efforts and used in the Strategic Planning process, as well as a parallel compliment to the outputs from the Performance Based Prevention System.

- (2) Present project progress at scheduled CPWI Learning Community meeting.

b. Secure Prescription Drug Take-back Project:

Create and submit Secure Medicine Tack-back Project as an "Environmental Program" in the PBPS within 30 days of contract amendment execution.

- (a) Report all project efforts into the PBPS by the 15th of each month following month of service. Contractor may bill for cost reimbursement for month of service if appropriate service data is provided in the PBPS.

(b) Track and report the following in the PBPS:

- i. Number of new policies developed and adopted to support sustained drop box;
- ii. Number of educational and or informational materials developed;

- iii. News publications;
- iv. Number of pharmacies involved in information dissemination efforts;
- v. Number of health care providers involved in information dissemination efforts; and
- vi. Pounds of medicine collected, monthly; once secure medicine take-back box is in place.
- vii. Report Coalition Coordinator time spent on project in the “direct” and “indirect” staff time of the Environmental Strategies report according to service.

4. Performance Work Statement.

- a. If the Contractor fails to report services in the CCB data collection software application by the 15th of the month for previous month’s services the resulting penalty of a deduction in the amount of \$10.00 for each day data is late will be made. The penalty shall be reflected on the A-19 invoice or noted in a supporting email.
- b. Due to the nature of this project’s potential contribution to statewide prevention system development, if the Contractor shall fail to report services in the CCB data collection software application by the 15th of the month for two (2) or more consecutive months during the contract period, the resulting penalty may be exclusion from future opportunities to continue participation in the Monitoring and Participatory Evaluation Pilot Targeted Enhancement Project.
- c. If the Contractor shall fail to enter the Secure Medicine Take-back program in the PBPS (Section 4a.) and submit to DSHS for review within 30 days of contract amendment execution, the resulting penalty of a deduction in the amount of \$10.00 for each business day late will be made. The penalty shall be reflected on the A-19 invoice.

5. Consideration.

- a. \$4,500 for Monitoring and Participatory Evaluation Pilot and \$3,500 for the Secure Prescription Drug Take-back Project specific to this Exhibit D.
- b. Administrative expenses are limited to a maximum of 8% of the total Targeted Enhancement Project funds.
 - a. If funding permits after the software license acquisition, and required consultation and training are allocated and Secure Prescription Drug Take-back project is completed, project funds may be used to support or enhance approved substance abuse prevention action plan strategies.
- c. Honorariums for guests and participants are not allowed.
- d. Meals are not allowed with these funds.

Light refreshments totaling \$2.50 per person or less are permitted with these funds.

- b. These funds may be used to support travel costs for participants.

SAMPLE

Exhibit E

PFS Secure Medicine Take-back

Applies to the following Contractor: County of Yakima Sunnyside School District

1. Purpose.

The purpose of the Year 3 Partnerships for Success Targeted Enhancement Project is to provide support to the Community Prevention and Wellness Initiative (CPWI) community to implement a Secure Medicine Take-back Project. The project aligns with the community needs assessment and will increase local capacity to address prescription drug misuse and abuse by reducing social availability of prescriptions in the community.

2. Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- c. Enhance community capacity to practice safe disposal of medications by installing permanent secure drop box in location where community readiness has been established. (Installation and disposal must follow all DEA rules and all federal and state laws and regulations.)
 - (1) Collaborate with community partners to develop and adopt policies and procedures necessary to install and maintain a permanent secure medicine take-back drop box.

Overtime wages for law enforcement officers and staff as outlined in strategic plan and outside of normal duties and other real costs (including mileage reimbursement) associated with transporting and properly disposing of collected medicines at EPA approved locations shall be permitted.
 - (2) Install and maintain at least one (1) permanent secure medicine take-back drop box at a law enforcement location (or other permanent location as permitted by and in accordance with law and DEA rule) in CPWI community before June 30, 2016.
- d. Create, utilize and disseminate public education information materials to increase awareness of the secure medicine take-back project, local treatment resources, naloxone information and medical response (Good Samaritan law) cards.
 - (1) Collaborate with community partners to develop and adopt policies and procedures necessary to maintain a permanent secure medicine take-back drop box.
 - (2) Disseminate public information including information on local treatment resources, naloxone information and medical response cards and posters. (Print ready materials are available online at www.stopoverdose.org).
 - (3) Utilize publications already available through DSHS and other publications. (i.e.,

Take as Directed brochures, SAMHSA Opioid Overdose Toolkit, and downloadable/printable materials on www.dshs.wa.gov/bhsia/division-behavioral-health-and-recovery/substance-abuse-prevention-publications , www.stopoverdose.org and www.takebackyourmeds.org, <http://store.samhsa.gov/product/Opioid-Overdose-Prevention-Toolkit-Updated-2014/SMA14-4742>)

- (4) Submit locally-developed educational and informational materials to DBHR for approval at least ten (10) business days prior to publication.
- b. Ensure at least three (3) news publications to increase community awareness of secure medicine take-back project.

- (1) Publications are locally determined with the expectation of reaching community members.

Acceptable examples of publications include but are not limited to newspapers, newsletters, payroll stuffers, flyer inserts in bags distributed by pharmacy, printing on paper grocery bags, public service announcements (radio or television), and social media.

- c. Coalition members provide education at one (1) public forum on topics related to safe home medicine storage, safe medicine disposal, local resources, and ways to reduce youth access to prescription medication for misuse and abuse before June 30, 2016.
- d. Coalition coordinator or coalition representative participate in at least one (1) project learning community meeting/ webinar lasting up to two (2) hours in duration (date and time to be determined) with secure medicine take-back project DBHR staff lead during contract period.

3. Reporting.

The Contractor shall:

- a. Create and submit Secure Medicine Tack-back Project as an “Environmental Program” in the PBPS within 30 days of contract amendment execution.
 - (1) Report all project efforts into the PBPS by the 15th of each month following month of service. Contractor may bill for cost reimbursement for month of service if appropriate service data is provided in the PBPS.
 - (1) Track and report the following in the PBPS:
 - (a) Number of new policies developed and adopted to support sustained drop box;
 - (b) Number of educational and or informational materials developed;
 - (c) News publications;

- (d) Number of pharmacies involved in information dissemination efforts;
 - (e) Number of health care providers involved in information dissemination efforts;
and
 - (f) Pounds of medicine collected, monthly; once secure medicine take-back box is in place.
- (2) Report Coalition Coordinator time spent on project in the “direct” and “indirect” staff time of the Environmental Strategies report according to service.

4. Performance Work Statement.

If the Contractor shall fail to enter the Secure Medicine Take-back program in the PBPS, as identified in the Special Terms and Conditions Section 4. Performance Statement of Work, e. Reporting Requirements, and submit to DSHS for review within 30 days of contract amendment execution, the resulting penalty of a deduction in the amount of \$10.00 for each business day late will be made. The penalty shall be reflected on the A-19 invoice.

5. Consideration.

- e. \$3,500 specific to this Exhibit E.
- a. Administrative expenses are limited to a maximum of 8% of the total Targeted Enhancement Project funds.

Exhibit F

PFS Community Monitoring and Participatory Evaluation Pilot Project; Sector Sharing Project

Applies to the following Contractor: Rural Resources

1. Purpose.

This purpose applies to one Monitoring and Participatory Evaluation Pilot Project (M&E) and one Sector Sharing Project; Year 3 Partnerships for Success Grant Targeted Enhancement Projects.

The Sector Sharing Project aligns with the community needs and will increase local capacity and strengthen the Republic Coalition as well as other coalitions in the areas identified.

The Monitoring and Participatory Evaluation Pilot Targeted Enhancement Project (formally called the Community Surveillance Project) provides support to Community Prevention and Wellness Initiative (CPWI) communities that have the need, capacity and readiness to build community capacity to evaluate community-level impact of coalition activity.

2. Statement of Work.

a. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

(1) Monitoring and Participatory Evaluation Pilot:

(a) Coalition coordinator and one (1) coalition member participate in the following:

Work collaboratively with DSHS to become Primary Observers and develop and pilot data collection methods that document and evaluate coalition contributions to community-level change including developing methods to track prevention outputs as defined in the current version of the Washington Codebook for the pilot project that will be input in the Community Check Box (CCB), (formally called the ODSS):

- i. Number of new services, strategies or policies;
- ii. Media Coverage;
- iii. Resource Generated; and
- iv. Internal coalition capacity development

(b) Participate in monthly reliability scoring calls provided by DSHS Reliability Scorer on dates to be determined.

- (c) Complete the mandatory M&E training. Training will be provided by DBHR and KU Work Group. Date, format, and location to-be-determined.
- (d) Participate in annual project learning community and technical assistance meeting, date and location to-be-determined.
- (e) Participate in project learning community webinars, dates and frequency to-be-determined (not more than quarterly).
- (f) Present project progress at scheduled CPWI Learning Community meeting.
- (g) Contractor shall use provided funds to
 - i. Purchase a one year data collection software application license for use until expiration of the license:
 - (A) The identified software is the Community Check Box (CCB) which is a product owned by the University of Kansas.
 - (B) Contractor shall purchase the software license through:

Work Group for Community Health and Development
1000 Sunnyside Dr., Rm. 4082
University of Kansas
Lawrence, KS 66045
785-864-0533
 - ii. Contract directly for expert consultation from Work Group for Community Health and Development for up to 10 hours during contract period to include:
 - (A) Consultation and technical assistance for uploading the coalition's logic model into the CCB.
 - (B) Designing the Coalition's CCB page for specific data entry related to the logic model activities.
 - (C) Group training and consultation to become Primary Observers to identify the local activities related to the coalition's logic model and strategies in the coalition's action plan that should be coded and entered into the CCB.
 - (D) Semiannual calibration scoring calls between Primary Observer(s), DSHS Reliability Scorer, and KU Calibration Scorer.

(2) Sector Sharing Project:

- (a) Facilitate two (2) Sector Sharing meetings, whereas each meeting focuses on inviting sector group representatives from other CPWI coalitions (or other community coalitions focused on substance abuse prevention) to gather and share experiences and ideas for community level change within their sphere

of influence.

- i. One meeting will target the “Youth” sector and emphasize how youth can be more effective when delivering prevention messages in their community.
- ii. One meeting will target the “Business” sector and emphasize how businesses in frontier communities can be engaged in prevention. Developing an intentional plan for managing impacts of retail marijuana will also be emphasized.

Meetings shall be in-person to maximize dialogue and participant interaction.

Online meeting technology may be permitted, with DBHR approval.

- iii. Republic CPWI coalition and coalition staff shall provide outreach and promote these Sector Sharing meetings on www.TheAthenaForum.org on both the announcements and calendar pages at least forty-five (45) calendar days prior to each scheduled meeting.

(A) For the Youth Sector Sharing meeting, direct invitations shall be made to CPWI coalitions in at least Ferry, Stevens, Pend Oreille, Spokane, Lincoln and Whitman Counties.

(B) For the Business Sector Sharing meeting, direct invitations shall be made to CPWI coalitions in at least Okanogan, Stevens, and Pend Oreille Counties.

- iv. For each meeting, an agenda will be developed. A finalized agenda for each meeting shall submitted to DBHR twenty-one (21) calendar days prior the meeting date.
- v. For each meeting, submit a list of registered participants to DBHR fifteen (15) calendar days prior the meeting date.
- vi. Meeting participant evaluations shall be developed and sent to DBHR for approval.

Evaluations shall be collected for each Sector Sharing meeting.

Summaries shall be sent to DBHR within five (5) business days following each meeting.

- (b) Coalition coordinator and chairperson shall visit at least one (1) peer CPWI coalition (recommended by DBHR) during that other coalition’s monthly full-membership coalition meeting for the purpose of cross-site sharing.
- (c) Write an article focused on tips and lessons learned from the meeting and post on Athena Forum website.

3. Reporting.

a. Monitoring and Participatory Evaluation Pilot:

The Contractor Primary Observers shall:

- (1) Enter data monthly into the CCB application by the 15th of the month for previous month's services.

Report monthly the *complete* identified Monitoring and Participatory Evaluation inputs in the CCB using the current Washington State Code Book that reflect the work of the coalition for the previous month.

Complete entries into the CCB are defined as entries per community accomplishment and capacity building effort to critically reflect the impact made in the community by the respective coalition. Entries into the CCB will demonstrate the Coalition's efforts toward accountability, self-evaluation, continuous improvement, and ongoing monitoring of progress against the work identified in the Coalition's Action Plan. Outputs from the CCB should be used in analysis of Coalition efforts and used in the Strategic Planning process, as well as a parallel compliment to the outputs from the Performance Based Prevention System.

- (2) Present project progress at scheduled CPWI Learning Community meeting.

b. Sector Sharing Project:

Enter each Sector Sharing meeting as a "Single Service" under the Coalition in the PBPS.

- (1) Report all project efforts into the PBPS by the 15th of each month following month of service.
- (2) DBHR will provide detailed instructions for reporting project deliverables outlined in the Statement of Work within 30 days of contract execution.

4. Performance Work Statement.

- a. If the Contractor fails to report services in the CCB data collection software application by the 15th of the month for previous month's services the resulting penalty of a deduction in the amount of \$10.00 for each day data is late will be made. The penalty shall be reflected on the A-19 invoice or noted in a supporting email.
- b. Due to the nature of this project's potential contribution to statewide prevention system development, if the Contractor shall fail to report services in the CCB data collection software application by the 15th of the month for two (2) or more consecutive months during the contract period, the resulting penalty may be exclusion from future opportunities to continue participation in the Monitoring and Participatory Evaluation Pilot Targeted Enhancement Project.
- c. Sector Sharing Project payment penalty: For each business day the list of registered

participants in Section 2. a. (2) (a) v. is late, there will be a \$50 deduction reflected on the next available A-19. Maximum penalty for this amendment shall be \$500.

5. Consideration.

- a. \$4,500 for Monitoring and Participatory Evaluation Pilot and \$2,000 the Sector Sharing Targeted Enhancement Project specific to this Exhibit F.
- b. If funding permits after the software license acquisition, and required consultation and training are allocated and sector sharing project is completed, project funds may be used to support or enhance approved substance abuse prevention action plan strategies.
- b. Administrative expenses are limited to a maximum of 8% of the total Targeted Enhancement Project funds.
- c. Honorariums for guests and participants are not allowed.
- d. Meals are not allowed with these funds.
 - (1) Light refreshments totaling \$2.50 per person or less are permitted with these funds.
- c. These funds may be used to support travel costs for participants.

Exhibit G

Community Based Prevention Services Grants - Dedicated Marijuana Account

Applies to the following Contractors: King County and Pacific County Public Health & Human Services

1. Purpose.

The purpose of this contract is to coordinate and implement prevention programs and/or strategies designed to prevent or delay the misuse and abuse of marijuana among youth and families in accordance with RCW 69.540.50.

2. Performance Statement of Work.

The Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Prevention programs and services are limited to coordination and implementation of Prevention Services identified in approved Community-based prevention services Work Plan in response to Community-based Prevention Services Grants request for application.

a. The Contractor shall ensure

- (1) Submit final Work Plan for approval to DBHR Contract Manager or designee by February 15, 2016.
- (2) Implementation of approved Work Plan.
 - (a) No less than 85% of the funding shall support programs that are either Evidence-based or Research-based from the provided list at <http://www.theathenaforum.org/sites/default/files/DMA%20Expansion%20Services%20list%2012-1-15%20%28rvsd%29.pdf>
 - (b) No more than 15% of funding shall support Promising Programs from the provided list at <http://www.theathenaforum.org/sites/default/files/DMA%20Expansion%20Services%20list%2012-1-15%20%28rvsd%29.pdf>
 - (c) Funds shall be used to support program costs for approved Work Plan including staff for program planning, training, implementation, service data entry and evaluation.
 - (d) Enter approved implementation Work Plan into designated prevention reporting system (Performance-Based Prevention System (PBPS)) within fifteen (15) days of notification from DBHR of approval of final Work Plan.
 - (e) Ensure that all of the programs supported by DSHS meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website. http://theathenaforum.org/sites/default/files/CSAP_Principles_of_SA_Prevention.pdf.

- (f) Budget adjustments that total ten percent (10%) or more from the approved budget shall be submitted for approval to CM or designee at least fifteen (15) days prior to expending adjusted budget items.
- (3) Ensure program facilitators are formally trained or certified trainers are used for the approved program(s) selected, if indicated as necessary by the program.
- (4) Ensure program is implemented with full fidelity. Specified adaptations must be submitted in writing to Contract manager for approval no less than twenty (20) days in advance of program implementation. Specified adaptations may not affect the core components of the program.

Community-based mentoring programs must be implementing the 4th edition of the Elements of Effective Practice for Mentoring by April 1, 2016.

http://www.mentoring.org/new-site/wp-content/uploads/2016/01/Final_Elements_Publication_Fourth.pdf

- (5) Food costs are generally unallowable during program implementation except within the following parameters:
 - (a) Light refreshment costs for training events and prevention services lasting longer than two (2) hours in duration are allowable.

Ensure that light refreshment costs do not exceed \$2.50 per person.
 - (b) Meals may be provided for participants using DMA funds only if:
 - i. The training is four (4) hours or more in duration; or
 - ii. The program is a recurring, direct service family domain program and must be approved in strategic plan.
 - (c) No more than a total of \$1,000 of funds contracted for prevention services by DBHR may be spent on food or light refreshments per community per year as designated in application and approved Work Plan.
- (6) Participate in monthly DSHS scheduled learning community meetings.
- (7) Participate in monthly check-in phone calls with Contract Manager or designee.

b. Prevention Training.

(1) Non-Required Training

- (a) Training paid for by DSHS shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives related to approved programs in PBPS.

The Contractor shall ensure any requests for training that are not in the Work Plan are requested in writing and sent directly to the Contract Manager or designee a minimum of ten (10) working days before the date of the proposed training expenses are to occur.

- (2) The Contractor shall ensure training paid for by DSHS that requires travel follows state travel reimbursement guidelines and rates accessible at <http://www.ofm.wa.gov/policy/10.90.htm>.
- (3) The Contractor shall bill for training events on an A-19 per billing code (BARS) 566.22(7) and record training events in the PBPS in accordance with the monthly reporting requirements described in Section 2.e., Prevention Report Schedule / Due Dates.

c. Media Materials.

- (1) Media materials and publications developed with DSHS funds shall be submitted to the Contract Manager or designee for approval prior to publication (DSHS will respond within five (5) working days).
- (2) DSHS must be cited as the funding source in news releases, publications, and advertising messages created with or about DSHS funding. The funding source shall be cited as: Washington State Department of Social and Health Services. The DSHS logo may also be used in place of the above citation.
- (3) Follow the appropriate media guidelines posted on http://www.theathenaforum.org/media_strategies_cpwi_guidelines_and_tools

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

- (a) Newsletters and fact sheets.
- (b) News coverage resulting from interviews with reporters. This includes online news coverage.
- (c) Newspaper editorials or letters to the editor.
- (d) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.
- (e) When a statewide media message is developed by DSHS is localized.
- (f) When the current SAMHSA-sponsored media campaign is localized. (As of October 2014, this is the "Talk. They Hear You." campaign. <http://beta.samhsa.gov/underage-drinking>)

d. Reporting Requirements.

(1) Prevention Reporting Requirements

- (a) The Contractor shall report on all requirements as identified in the PBPS. DSHS reserves the right to add reporting requirements based on requirements of funding.
- (b) Ensure any requests for extensions to reporting deadlines or exceptions to reporting are requested in writing and sent via email directly to the Contract

Manager or designee at least two days prior to reporting deadline.

(2) Prevention Activity Data Reports

The Contractor shall:

- (a) Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth in Section 2.e.
 - i. Ensure accurate and unduplicated reporting.
 - ii. Ensure proper training of staff and designated staff for back-up PBPS data entry to meet report due dates.
- (b) Ensure demographic information is provided for single; mentoring; environmental; and recurring services.

e. Complete Prevention Reports according to the Schedule / Due Dates, below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
One-time	Enter programs listed on approved Work Plan by DSHS into the PBPS.	Within 15 days of approved Work Plan.	PBPS
Monthly	Prevention activity data input for all active services including services, participant information, training, pre-tests, post-tests, and assessments.	15 th of each month for activities from the previous month.	PBPS
As requested	GPRA Measures.	As requested.	PBPS

f. Outcome Measures

- (1) The County/Contractor shall report on all required pre/post-tests in PBPS Program Selection Instruments identified in the PBPS.
- (2) Special situations and exceptions regarding pre/post tests and Program Selection Instruments identified in the PBPS include but are not limited to, the following:
 - (a) The County/Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.
 - (b) Participants in recurring program groups in which the majority of the participants are younger than ten (10) years old on the date of that group's first service.
 - (c) Programs that only provide single service events.
 - (d) Environmental and media services.

g. Performance Work Statement / Evaluation.

(1) The County/Contractor shall ensure program results show positive outcomes for at least half of the participants in each direct-service program group.

(a) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program objective between pre and post-tests.

Mentoring Programs shall administer and enter data for a DSHS assigned pre/post instrument to measure bonding every two months during the contract period while the mentee/mentor match is active.

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

(c) Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.

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

(a) Matched pre-test and post-test pairs will be used in the analysis.

(b) To allow for normal attendance drop-off, a twenty percent (20%) leeway will be given for missing post-tests.

(c) If there are missing post-tests for entered pre-tests in excess of twenty percent (20%) of pre-tests, missing post-test will be counted as a negative outcome.

(d) Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).

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

(a) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.

(b) The results of one (1) provider in a given school district will not impact another provider in the same district.

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

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

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

- i. The Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) days of notice by DSHS.
- ii. Reimbursement on the A-19 for that program will be held until the PIP is approved by the Contract Manager or designee or their designee.
- iii. If a second group within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
 - (A) In cases where there is no active non-compliant program, the Contractor shall discontinue implementation of that program within the specified geography.
 - (B) In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups will be allowed to complete the expected number of sessions. No new groups will be started.
 - (C) Following the conclusion of all groups completing the program, results will be reviewed for those groups.
 - (D) If the results do not show positive change for each group, the Contractor shall take the following action:
 - In cases where the program is being delivered by a single provider in the specified geography, the Contractor shall discontinue implementation of that program in the specified geography.
 - In cases where the program is being delivered by multiple providers in the specified geography, the Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
- (4) Records for programs with Performance Improvements Plans may be carried over to future possible contracts.
- (5) Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

3. Consideration.

Total consideration payable to the Contractor for satisfactory performance of Exhibit G under this Contract is, up to a maximum of \$ _____ including any and all expenses for services provided between January 1, 2016 and June 30, 2016, and shall be based on the following:

a. Reimbursable Costs.

- (1) The Contractor shall ensure all expenditures for services and activities under this

Contract are submitted on the A-19 invoice appropriate for PBPS entry.

- (2) The Contractor shall use no more than eight percent (8%) of the Dedicated Marijuana Account Funds for administrative costs.
 - (a) Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.
 - (b) Administrative costs are defined in the Fiscal/Program Requirements.
<https://www.dshs.wa.gov/sites/default/files/BHA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>.
- (3) Funding Allocation.

The Contractor shall manage the Contract to ensure that services are provided in a manner that allocates the available resources over the life of the Contract.
- (4) Period of Performance Service Costs.

The Contractor shall ensure that service costs incurred are within the period of performance of this Contract.
- (5) DSHS reserves the right to reduce the Prevention funds awarded in the Contract if the Contractor does not implement services within thirty (30) days of the services start date in the approved Work Plan.
- (6) The source of funds in this Contract Exhibit G is State Dedicated Marijuana Account Funds.

4. Claims for Payment.

The Contractor shall:

- (1) Submit invoices for costs due and payable under this Exhibit G that were incurred prior to the expiration date within sixty (60) days of the date services were provided.
- (2) Submit final billing under this Exhibit G for services provided during fiscal year 2016 within sixty (60) days after the end of fiscal year 2016.

Exhibit H

Mental Health Promotion and Suicide Prevention Project Statement of Work – Multi-site February 1, 2016 – June 30, 2016

1. **Definitions Specific to this Exhibit.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. “Coalition Coordinator” means persons paid to facilitate the work of a Community Prevention and Wellness Initiative (CPWI) coalition.
 - b. “Coalition” means a formal arrangement for cooperation and collaboration between groups or sectors of a community. Each member group retains its individual identity, but all agree to work together toward a common goal of building a safe, health, and drug-free-community.
 - c. “Community-based organization” or “CBO” means a licensed and bonded entity that has the potential to successfully serve youth and their families with selected program services. It may be a no-profit or faith-based organization.
 - d. “Educational Service District (ESD)” means one of nine organizations responsible for providing support services to the individual school districts within their service areas. Support services provided by ESDs include provision of training and implementation guidance for substance abuse prevention and intervention, mental health promotion and suicide prevention.
 - e. “Effective Implementation Date” means the date that the local school district commits to in a Memorandum of Agreement for the start of instruction for the selected evidence-based program.
 - f. “Implementation” applies to all phases of installing or expanding a curriculum for delivery through a local school district. This shall include consultation with program developers on effective implementation of the selected curriculum, training of educational staff and other providers to deliver the curriculum, purchase of materials necessary for delivery of the curriculum and other preparatory work.
 - g. “Multi-site” means two or more (up to five) community coalitions or community-based organizations applying together to implement the same program(s). For multi-site applications that do not involve school-based curriculum instruction work, the participating coalitions or community-based organizations will need to select one fiscal agent and that fiscal agent will need to demonstrate its support for the application. For projects involving school-based curriculum instruction work, the Educational Service District (ESD) will be the applicant agency and will serve as fiscal agent for the project.
 - h. “Promising Practices” means the list of programs identified in the application;
 - i. “Research-based Programs” means the list of programs identified in the application;
 - j. “Youth Mental Health First Aid” means a trademarked 8-hour curriculum that provides individuals who are not trained in behavioral health issues to understand

basic information about behavioral health issues for youth including how to refer individuals for help.

2. **Purpose.** The purpose of the Contract is to provide Mental Health Promotion and Suicide Prevention Services, as described in Exhibit B from February 1, 2016 – June 30, 2016.

Increase the capacity for delivery of effective mental health promotion and suicide prevention efforts in communities served by community coalitions and community-based organizations. Eligible applicants include community substance abuse prevention, suicide prevention or health promotion coalitions (including Community Prevention and Wellness Initiative coalitions) or community based organizations providing services to support youth or communities.

3. **Consideration.** The maximum consideration for the Contract is \$5,000 for each community coalition or community-based organization (CBO) participating in the multi-site applications up to a maximum of five (5) members or \$25,000. The funding comes from the SFY 2016 Dedicated Marijuana Account.

Performance based consideration: The actual amount available for programming for each community coalition or community-based organization is \$4,500. Each community coalition or community-based organization shall receive \$500 if more than twenty (20) people receive Youth Mental Health First Aid training during the contract period. The total value of the contract, including the performance-based consideration, shall not exceed \$25,000.

4. **Youth Mental Health First Aid training.**

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. a minimum of one Youth Mental Health First Aid training will be delivered within 90 days of signing the contract;
- b. The training must be delivered by certified Youth Mental Health First Aid instructors;
- c. A minimum of fifteen (15) people – including a minimum of five (5) coalition members if coalitions are involved – need to participate in the training. Participation in training means completing 95% of the training hours, including training required to implement the program and any associated accreditation processes.
- d. Training must take place in the community identified in the application;
- e. The training must utilize the training curriculum and instructional materials associated with Youth Mental Health First Aid, a trademarked program marketed by the National Council for Behavioral Health, <http://www.thenationalcouncil.org/about/mental-health-first-aid>.
- f. Up to \$2,000.00 from this award can be used to support implementation of the required training. Eligible expenses include trainer costs, materials, facility rental and all other expenses associated with the training.

- g. Additional resources from this award can be used to support additional Youth Mental Health First Aid trainings in the community provided that a minimum of fifteen (15) people participate in each subsequent training.
- h. The training must be delivered in one of the following formats:
 - (1) One (1) session with eight (8) hours of instruction; or,
 - (2) Two (2) sessions with a total of eight (8) hours of instruction.
- i. These funds can be used to train individuals to participate in Youth Mental Health First Aid Training of Trainers.

5. Program Coordination and Planning.

- a. Plan to Plan: By February 12, 2016 submit, on formats provided by DBHR, the contractor shall submit a plan-to-plan that provides timelines and processes for how the multi-site application members will develop their individual detailed implementation plan and budgets.
- b. By March 31, 2016, contractors shall submit, on formats provided by DBHR, a detailed implementation plan and final project budget – including the date that instruction of the selected programs is scheduled to start in local schools (if applicable) - is due. Each multi-site member will develop and submit a separate implementation plan and budget.

In submitting the materials to the DBHR Contract Manager for review, the applicant can either:

- (1) Submit all five individual plans and budgets; or,
 - (2) Develop a single implementation plan and budget that incorporates the information from the individual plans.
- c. Within seven (7) working days of acceptance of the detailed implementation plan and final project budget, the contractor shall ensure that all necessary information from the implementation plans is entered into the Performance Based Prevention System (PBPS); and,
 - d. Where applicable, coalition strategic plans, logic models and budgets shall be updated to reflect the additional mental health promotion and suicide prevention work, as necessary;

5. Program implementation and reporting.

- a. Each community coalition or community-based organization (CBO) that is a member of the multi-site shall begin implementation, with fidelity, of the selected mental health promotion and suicide prevention programs identified in the implementation plan, as accepted by DBHR, no later than May 13, 2016;
- b. Each community coalition or community-based organization (CBO) that is a member

of the multi-site shall work to increase community awareness of behavioral health issues and mental health promotion during the contract period through use of media releases, news conferences, events, etc. A minimum of three (3) community awareness activities shall be implemented.

6. Revised Implementation Plan.

- a. The Contractor may submit a request for an extension or revised work plan, for review and approval by DBHR Contract Manager, to establish a revised work plan. Expenditures for proposed revisions will not be authorized until the request for extension has been reviewed and approved by the DBHR Contract Manager.
- b. Revisions must be approved in writing and will then become the approved work plan referenced within this contract.

7. Project meetings.

The Coalition Coordinator shall participate in GoTo meetings every other month, beginning in March 2016, to discuss and identify barriers to implementation and solutions to those barriers and to increase sharing of program implementation information among participants in the Mental Health Promotion project.

6. Reporting.

Reporting of program activities shall be entered, using formats or processes provided by DBHR, according to the following schedule:

Reporting Period	Report Due
February 1 – 28, 2016	March 15, 2016
March 1 – 31, 2016	April 15, 2016
April 1 – 30, 2016	May 15, 2016
May 1 – 31, 2016	June 15, 2016
June 1 – 30, 2016	July 15, 2016

Exhibit I

Mental Health Promotion and Suicide Prevention Project Statement of Work – Single Site February 1, 2016 – June 30, 2016

1. **Definitions Specific to this Exhibit.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. “Coalition Coordinator” means persons paid to facilitate the work of a Community Prevention and Wellness Initiative (CPWI) coalition.
 - b. “Coalition” means a formal arrangement for cooperation and collaboration between groups or sectors of a community. Each member group retains its individual identity, but all agree to work together toward a common goal of building a safe, health, and drug-free-community.
 - c. “Community-based organization” or “CBO” means a licensed and bonded entity that has the potential to successfully serve youth and their families with selected program services. It may be a no-profit or faith-based organization.
 - d. “Educational Service District (ESD)” means one of nine organizations responsible for providing support services to the individual school districts within their service areas. Support services provided by ESDs include provision of training and implementation guidance for substance abuse prevention and intervention, mental health promotion and suicide prevention.
 - e. “Effective Implementation Date” means the date that the local school district commits to in a Memorandum of Agreement for the start of instruction for the selected evidence-based program.
 - f. “Implementation” applies to all phases of installing or expanding a curriculum for delivery through a local school district. This shall include consultation with program developers on effective implementation of the selected curriculum, training of educational staff and other providers to deliver the curriculum, purchase of materials necessary for delivery of the curriculum and other preparatory work.
 - g. “Multi-site” means two or more (up to five) community coalitions or community-based organizations applying together to implement the same program(s). For multi-site applications that do not involve school-based curriculum instruction work, the participating coalitions or community-based organizations will need to select one fiscal agent and that fiscal agent will need to demonstrate its support for the application. For projects involving school-based curriculum instruction work, the Educational Service District (ESD) will be the applicant agency and will serve as fiscal agent for the project.
 - h. “Promising Practices” means the list of programs identified in the application;
 - i. “Research-based Programs” means the list of programs identified in the application;
 - j. “Youth Mental Health First Aid” means a trademarked 8-hour curriculum that provides individuals who are not trained in behavioral health issues to understand

basic information about behavioral health issues for youth including how to refer individuals for help.

2. **Purpose.** The purpose of the Contract is to provide Mental Health Promotion and Suicide Prevention Services, as described in Exhibit B from February 1, 2016 – June 30, 2016.

Increase the capacity for delivery of effective mental health promotion and suicide prevention efforts in communities served by community coalitions and community-based organizations. Eligible applicants include community substance abuse prevention, suicide prevention or health promotion coalitions (including Community Prevention and Wellness Initiative coalitions) or community based organizations providing services to support youth or communities.

3. **Consideration.** The maximum consideration for the Contract is \$5,000 for each community coalition or community-based organization (CBO) participating in the multi-site applications up to a maximum of five (5) members or \$25,000. The funding comes from the SFY 2016 Dedicated Marijuana Account.

Performance based consideration: The actual amount available for programming for each community coalition or community-based organization is \$4,500. Each community coalition or community-based organization shall receive \$500 if more than twenty (20) people receive Youth Mental Health First Aid training during the contract period. The total value of the contract, including the performance-based consideration, shall not exceed \$25,000.

4. **Youth Mental Health First Aid training.**

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. a minimum of one Youth Mental Health First Aid training will be delivered within 90 days of signing the contract;
- b. The training must be delivered by certified Youth Mental Health First Aid instructors;
- c. A minimum of fifteen (15) people – including a minimum of five (5) coalition members if coalitions are involved – need to participate in the training. Participation in training means completing 95% of the training hours, including training required to implement the program and any associated accreditation processes.
- d. Training must take place in the community identified in the application;
- e. The training must utilize the training curriculum and instructional materials associated with Youth Mental Health First Aid, a trademarked program marketed by the National Council for Behavioral Health, <http://www.thenationalcouncil.org/about/mental-health-first-aid>.
- f. Up to \$2,000.00 from this award can be used to support implementation of the required training. Eligible expenses include trainer costs, materials, facility rental and all other expenses associated with the training.

- g. Additional resources from this award can be used to support additional Youth Mental Health First Aid trainings in the community provided that a minimum of fifteen (15) people participate in each subsequent training.
- h. The training must be delivered in one of the following formats:
 - (1) One (1) session with eight (8) hours of instruction; or,
 - (2) Two (2) sessions with a total of eight (8) hours of instruction.
- i. These funds can be used to train individuals to participate in Youth Mental Health First Aid Training of Trainers.

5. Program Coordination and Planning.

- a. Plan to Plan: By February 12, 2016 submit, on formats provided by DBHR, the contractor shall submit a plan-to-plan that provides timelines and processes for how the multi-site application members will develop their individual detailed implementation plan and budgets.
- b. By March 31, 2016, contractors shall submit, on formats provided by DBHR, a detailed implementation plan and final project budget – including the date that instruction of the selected programs is scheduled to start in local schools (if applicable) - is due. Each multi-site member will develop and submit a separate implementation plan and budget.

In submitting the materials to the DBHR Contract Manager for review, the applicant can either:

- (1) Submit all individual plans and budgets at once; or,
 - (2) Develop a combined implementation plan and budget that incorporates the information from the individual plans. It must be clear in the combined plan which services are being provided by which coalition or community-based organization.
- c. Within seven (7) working days of acceptance of the detailed implementation plan and final project budget, the contractor shall ensure that all necessary information from the implementation plans is entered into the Performance Based Prevention System (PBPS); and,
 - d. Where applicable, coalition strategic plans, logic models and budgets shall be updated to reflect the additional mental health promotion and suicide prevention work, as necessary;

8. Program implementation and reporting.

- a. Each community coalition or community-based organization (CBO) that is a member of the multi-site shall begin implementation, with fidelity, of the selected mental health promotion and suicide prevention programs identified in the implementation plan, as accepted by DBHR, no later than May 13, 2016;

- b. Each community coalition or community-based organization (CBO) that is a member of the multi-site shall work to increase community awareness of behavioral health issues and mental health promotion during the contract period through use of media releases, news conferences, events, etc. A minimum of three (3) community awareness activities shall be implemented.

9. Revised Implementation Plan.

- a. The Contractor may submit a request for an extension or revised work plan, for review and approval by DBHR Contract Manager, to establish a revised work plan. Expenditures for proposed revisions will not be authorized until the request for extension has been reviewed and approved by the DBHR Contract Manager.
- b. Revisions must be approved in writing and will then become the approved work plan referenced within this contract.

10. Project meetings.

The Coalition Coordinator shall participate in GoTo meetings every other month, beginning in March 2016, to discuss and identify barriers to implementation and solutions to those barriers and to increase sharing of program implementation information among participants in the Mental Health Promotion project.

6. Reporting.

Reporting of program activities shall be entered, using formats or processes provided by DBHR, according to the following schedule:

Reporting Period	Report Due
February 1 – 28, 2016	March 15, 2016
March 1 – 31, 2016	April 15, 2016
April 1 – 30, 2016	May 15, 2016
May 1 – 31, 2016	June 15, 2016
June 1 – 30, 2016	July 15, 2016

Exhibit J

Community Based Prevention Services Grants - Dedicated Marijuana Account

Applies to the following Contractors: Pierce County

1. **Definitions.** The following is a definition specific to Exhibit J.
 - a. "Awards" means the total funding of all individual awards DSHS allocates to the Contractor, and the total of all awards in this Contract's Maximum Amount.
 - b. "BHA" means Behavioral Health Administration.
 - c. "Boilerplate Language" means the standard Contract language, including General and Special terms, which will be common to all subcontracts issued by the Contractor for provision of the services required by this Contract.
 - d. "Certified Prevention Professional" or "CPP" means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, www.pscbw.com.
 - e. "Community Prevention and Wellness Initiative" or "CPWI" means the DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by Contractor and approved by DSHS.
 - f. "Contract Coordinator" means the person designated by the Contractor to carry out administrative and oversight responsibilities of the prevention programs.
 - g. "Contract Manager" means the DSHS contact identified on page 1 of this Contract.
 - h. "Data" means information that is disclosed or exchanged as described by this Contract.
 - i. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
 - j. "Dedicated Marijuana Account" or "DMA" means revenue generated by the taxation of retail marijuana as a result of the implementation of Initiative 502 (I-502) as authorized by the Washington State Legislature.
 - k. "DSHS Contact" means the DSHS Contact staff identified on page 1 of this Contract.
 - l. "Data Universal Numbering System" or "DUNS" means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.
 - m. "Ensure" as to this Contract means to make sure that something will happen or will be available within the resources identified in the Consideration.

- n. "Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DSHS located at:
- <https://www.dshs.wa.gov/sites/default/files/BHA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>
- o. "Initial Community Readiness Work Plan" means the action plan and budget documents provided by DBHR that are completed and submitted by Contractor prior to development of CPWI Community Strategic Plan.
- p. "Media materials and publications" means:
- (1) News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.
 - (2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio).
 - (3) Earned Media: Published news stories (print, broadcast or online) resulting from the Counties' contacts with reporters.
 - (4) Donated Media, including public service announcements: Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors.
 - (5) Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.
- q. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.
- r. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.
- s. "Prevention System Manager" or "PSM" means the designee assigned to manage day to day responsibilities associated with this Contract.
- t. "Work Plan" means the action plan and budget documents provided by DBHR that are completed and submitted by Contractor.

2. Purpose.

The purpose of this contract is to coordinate and implement prevention programs

designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth and families.

3. Performance Statement of Work.

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

u. Coordination of Prevention Services.

The Contractor shall ensure:

- (1) Provision of all CPWI services in accordance with the Key Objectives found in the CPWI Community Coalition Guide located on the Athena Forum website which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing as listed in the Key Objectives.

The CPWI implementation timeline overview specific to Cohort 4 CPWI Expansion Communities will be provided by DSHS as an addendum to the current CPWI Community Coalition Guide found at http://www.theathenaforum.org/learning_community/shared_documents_filters?tags=%22PRI+Guide%22+OR+%22CPWI+Guide%22&tid_1=All

- (2) Direct recurring service programs shall be implemented in an ongoing schedule in year two (2) of this Contract as determined by a stakeholder workgroup that will be formed with DSHS to discuss, and propose the new requirement to DSHS.
- (3) Submit a budget with projected expenditures, including salary and benefits for DSHS funded prevention staff, program costs, training and travel to the Contract Manager or designee, within thirty (30) days upon request and with completed Strategic Plan. A template will be provided.

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

- (4) Submit Initial Community Readiness Work Plan for approval to PSM by April 15, 2016.

Implementation of approved Initial Community Readiness Work Plan and all CPWI tasks.

- (a) No less than 85% of the funding shall support programs that are either Evidence-based or Research-based from the provided list at <http://www.theathenaforum.org/sites/default/files/DMA%20Expansion%20Services%20list%2012-1-15.pdf>
- (b) No more than 15% of funding shall support Promising Programs from the provided list at

<http://www.theathenaforum.org/sites/default/files/DMA%20Expansion%20Services%20list%202012-1-15.pdf>

- (c) Funds shall be used to support program costs including coalition coordination, recruitment and retention, building community readiness, staff for program planning, training, implementation, service data entry and evaluation.
- (5) Ensure Community Coalition Coordinator is hired/designated by March 30, 2016.
- (6) Ensure new hire Community Coalition Coordinators meet required position qualifications and workstation requirements found in the CPWI Community Coalition Guide.
 - (a) Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist to Contract Manager or designee for review.

DSHS shall review and respond within forty-eight (48) business hours.
 - (b) DSHS reserves the right to require Contractor to develop a Community Coalition Coordinator training plan if candidate does not meet required qualifications.
- (7) Ensure Community Coalition Coordinators are Certified Prevention Professionals (CPP).
 - (a) Ensure currently certified Community Coalition Coordinator(s) maintain CPP credential status, and
 - (b) Ensure Certified Prevention Professional (CPP) certification within eighteen (18) months of new Community Coalition Coordinator start date.
- (8) Enter approved programs, based on the priorities, goals and objectives described in the approved Work Plan, into the PBPS within thirty (30) days of Strategic Action Plan approval.

Ensure sixty percent (60%) of programs supported by DBHR funding will be replications or adaptations of "Evidence-based Practice" (EBP) substance abuse prevention programs as identified on the DBHR provided EBP program list for new CPWI communities.

 - (a) The program list can be found at http://www.theathenaforum.org/learning_library/ebp
 - (b) Ensure that all of the programs supported by DSHS meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website. http://theathenaforum.org/sites/default/files/CSAP_Principles_of_SA_Prevention.pdf
- (9) Food costs are generally unallowable during program implementation except

within the following parameters:

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

Ensure that light refreshment costs do not exceed \$2.50 per person.

- (b) Meals may be provided for participants using DMA funds only if:

- i. The training is four (4) hours or more in duration; or
- ii. The program is a recurring, direct service family domain program and must be approved in strategic plan.

- (c) No more than a total of \$1,000 of funds contracted for prevention services by DBHR may be spent on food or light refreshments per community per year as designated in application and approved Work Plan.

v. Prevention Training.

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

- (2) Non-Required Training in CPWI

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

- (b) The Contractor shall ensure any requests for training are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) working days before the date of the proposed training expenses are to occur. Trainings shall relate to one (1) of the following four (4) categories:

- i. Coalition building and community organization.
- ii. Capacity building regarding prevention theory and practice.
- iii. Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.

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

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

w. Media Materials.

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

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

- (1) Newsletters and fact sheets.
- (2) News coverage resulting from interviews with reporters. This includes online news coverage.
- (3) Newspaper editorials or letters to the editor.
- (4) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.
- (5) When a statewide media message is developed by DSHS is localized.
- (6) When the current SAMHSA-sponsored media campaign is localized. (As of October 2014, this is the "Talk. They Hear You." campaign. <http://beta.samhsa.gov/underage-drinking>)

x. Reporting Requirements.

(1) Prevention Reporting Requirements

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

(2) Prevention Activity Data Reports

The Contractor shall:

- (a) Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth in section 4.e.
 - i. Ensure accurate and unduplicated reporting.
 - ii. Ensure proper training of staff and designated staff for back-up PBPS data entry to meet report due dates.
- (b) Ensure demographic information is provided for single; mentoring; environmental; and recurring services.

- (c) Provide Community Coalition Coordination Reports on its efforts in the PBPS for each month of the calendar year.
- (d) If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), the Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) working days before the report due date.
- i. The maximum extension request permitted is ten (10) working days.
 - ii. Monthly Invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
 - iii. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to DSHS.
 - iv. Extensions granted due to PBPS technical issues will be excluded from this count.
- (e) Complete Prevention Reports and send to Contract Manager listed on page 1, according to the Schedule / Due Dates, below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually	Enter programs listed on approved Strategic Action Plan by DSHS into the PBPS.	Within 30 days of Strategic Action Plan approval.	PBPS
As requested	GPRA Measures.	As requested.	PBPS
Monthly	Prevention activity data input for all active services including community coalition coordination efforts, services, participant information, training, pre-tests, post-tests, and assessments.	15 th of each month for activities from the previous month.	PBPS

y. Outcome Measures

- (1) The Contractor shall report on all required pre/post-tests in PBPS Program Selection Instruments identified in the PBPS.

Special situations and exceptions regarding pre/post tests and Program Selection Instruments identified in the PBPS include, but are not limited to, the following:

- (a) The Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.
- (b) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.
- (c) Programs that only provide single service events.
- (d) Environmental and media services.

z. Performance Work Statement / Evaluation.

(1) The Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group.

- (a) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program objective between pre and post-tests.

Mentoring Programs shall administer and enter data for a DSHS assigned pre/post instrument to measure bonding every two months during the contract period while the mentee/mentor match is active.

- (b) Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).
- (c) Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.

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

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

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

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

- (a) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
- (b) The results of one (1) provider in a given school district will not impact another provider in the same district.

i. In cases where the survey instrument selected for a given program

includes more than one scale, the scale that is most closely aligned with the outcome linked to the program in PBPS will be used.

- ii. Results for groups with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
- (c) If fewer than half of the participants in a group, within a given school district, report positive change in the intended outcome:
- i. The Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) days of notice by DSHS.
 - ii. Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the Contract Manager or designee or their designee.
 - iii. If a second group within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
 - (A) In cases where there is no active non-compliant program, the Contractor shall discontinue implementation of that program within the specified geography.
 - (B) In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups will be allowed to complete the expected number of sessions. No new groups will be started.
 - (C) Following the conclusion of all groups completing the program, results will be reviewed for those groups.
 - (D) If the results do not show positive change for each group, the Contractor shall take the following action:
 1. In cases where the program is being delivered by a single provider in the specified geography, the Contractor shall discontinue implementation of that program in the specified geography.
 2. In cases where the program is being delivered by multiple providers in the specified geography, the Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
- (4) Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

11. Consideration.

Total consideration payable to the Contractor for satisfactory performance of the work

under this Exhibit J is, up to a maximum of \$192,500 (SFY 2016: \$82,500 and SFY 2017: \$110,000) including any and all expenses, and shall be based on the following:

a. Reimbursable Costs.

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

The Contractor shall use no more than eight percent (8%) of the Dedicated Marijuana Account funds for administrative costs.

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

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

b. Funding Allocation.

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

c. Period of Performance Service Costs.

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

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

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

e. The source of funds in this contract is the state Dedicated Marijuana Account Funds.

12. Claims for Payment.

The Contractor shall:

- a. Submit invoices for costs due and payable under this Exhibit J that were incurred prior to the expiration date within sixty (60) days of the date services were provided.
- b. Submit final billing under this Exhibit J for services provided during fiscal year 2016 within sixty (60) days after the end of fiscal year 2016.

Exhibit K
Local CPWI DMA Program Training Projects

1. Definitions.

- a. "Materials" means sufficient hard-copy handouts, documents, booklets, or pamphlets for all registered participants of the Training.
- b. "Registration" means a collection of information (including name, title, agency, phone number, email address, and mailing address) that an individual provides to request to attend Training.
- c. "Registration System" means establishing an electronic method to collect and organize registration information for participants of Training. Also includes preparation and collection of participant sign-in sheets for each Training.
- d. "Training" means a formal, in-person gathering, at which at least one specialist delivers information on a topic or program.
- e. "Training Staffing" means scheduling and managing all paid staff and volunteers needed to complete the Training event.

2. Purpose.

The purpose of the Community Prevention and Wellness Initiative (CPWI) Evidence-based, Research-based, and Promising Programs Training Project (CPWI Training Project) is to increase capacity in CPWI communities to implement youth marijuana use prevention programs.

3. Performance Work Statement.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Contractor shall use CPWI Training Project funds to schedule, coordinate, and implement a local facilitator Training for an Evidence-based, Research-based, or Promising Program as requested in the CPWI Training Project funding request.
 - (1) Contractor is encouraged to collaborate with surrounding substance abuse prevention and mental health promotion providers and coalitions to maximize attendance.
 - (2) Contractor shall provide logistical coordination, record keeping and documentation of the planning, implementation and evaluation of each Training including, but not limited to:
 - (a) Registration System.
 - (b) Materials.
 - (c) Trainer and Presenter subcontracts and Payments.

- (d) Continuing Education Hours (CEHs).
- (e) Training Staffing.
- (3) Contractor may use provided funds to purchase Curricula, Facilitator Guides, manuals, and program supplies needed for the Training.
- (4) The Contractor shall post a Training announcement to The Athena Forum and on the Athena Training calendar at least fifteen (15) days before the Training is held.
- (5) The Contractor shall contact Julee Christianson (chrisjc@dshs.wa.gov) with Training registration information, Training date(s)/time, number of participants expected and Training location at least fifteen (15) days before the Training is held or as soon as possible.
- (6) The Contractor shall ensure Training paid for by DSHS that requires travel follows state travel reimbursement guidelines and rates accessible. <http://www.ofm.wa.gov/policy/10.90.htm>.

4. Reporting.

The Contractor shall report Training services in Performance Based Prevention System (PBPS) within fifteen (15) days past month of service and no later than July 15, 2016.

5. Consideration. Total consideration payable to Contractor for timely and satisfactory performance of the work under this Contract as follows including any and all expenses, and shall be based on the following:

- a. The amount for this Exhibit for CPWI Training Project is \$.
- b. Administrative expenses are limited to a maximum of 8% of the CPWI Training Project amount.
- c. Funding is provided by Washington State Designated Marijuana Account (DMA).

6. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to A-19DBHR@dshs.wa.gov by the Contractor not more often than monthly. Final billing for this project must be submitted by July 30, 2016. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, and the progress of the project. The rates shall be in accordance with those set forth in Section 6 Consideration of this Contract.
- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any

term or condition of this Contract.

SAMPLE