



CONTRACT AMENDMENT DSA - Colville SEMS Access

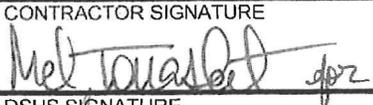
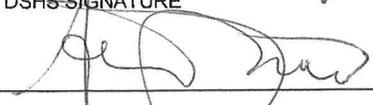
DSHS CONTRACT NUMBER:
0862-49190

Amendment No. 07

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

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Confederated Tribes of the Colville Reservation			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
PO Box 150 Nespelem, WA 99155-			1075
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Sam Ankney	(509) 634-2782	(509) 634-2742	sam.ankney@colvilletribes.com
DSHS ADMINISTRATION		DSHS DIVISION	DSHS CONTRACT CODE
Economic Services Administration		Division of Child Support	3000NC-62
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Georgia Payne Program Administrator		DCSTribal Relations Team 712 Pear Street SE PO Box 9162 Olympia, WA 98507-9162	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(360)664-5033	(360)664-5343	gpayne@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS	
No			
AMENDMENT START DATE	CONTRACT END DATE		
07/01/2015	12/31/2015		
PRIOR MAXIMUM CONTRACT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM CONTRACT AMOUNT	
\$-380,845.13	\$-48,205.00	\$-429,050.13	
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:			
<input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit E - Contract and Amendment Payment Revision Chart			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED	
	MEL TONASKET	7/7/15	
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED	
	Ann Polanco, Contracts Administrator DSHS/ESA/Division of Child Support	07/09/15	

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

1. **Purpose** - The purpose of this Amendment is to extend the period of performance, revise the Maximum Consideration of this Agreement to reflect prior administrative errors, and clarify a provision in the Statement of Work, and to clarify Exhibit B and add Exhibit E.
2. **Period of Performance** - The period of performance of this Indian Nation Agreement is revised, by an additional 6 months, to extend the period of performance through the end date stated on page 1 of this Amendment.
3. **Consideration** - The Maximum Consideration of this Agreement is revised, and shall be reflected on page 1 of this Agreement. The revision of the Maximum Consideration shall serve to correct prior administrative errors in the "Maximum Consideration" and in the "Amount of Increase or Decrease" which was added to the Agreement and subsequent Amendments.

The new Maximum Consideration on page 1, shall reflect the total consideration owed, paid and anticipated as owed to DSHS/DCS since the inception of the original Agreement, which started on 10/01/2008, and continues through all of the amendments. Changes in funding for this Agreement extension shall be listed on page 1 as, "Amount of Increase or Decrease" and are included in the Maximum Consideration.

- a. **Exhibit E** - Exhibit E - Contract and Amendment Payment Revision Chart, shall be attached to this contract to reflect the revisions made to the Maximum Consideration as per, the actual payments made to DCS throughout the life of the Agreement under each amendment.
4. **Statement of Work – The Statement of Work shall be amended to clarify the following:**
 - a. The Statement of Work Section 3. subsection f. (2) (b) i. is amended to read as follows:
 - (1) Tribal staff shall only use SEMS to access Colville Tribal cases, or to cross-reference a DCS case (by name or SSN) that is associated with a Colville Tribal IV-D case. Tribal staff shall not select or open a DCS case in SEMS.
5. **Payment and Referral Schedule** - The Statement of Work Section 4, subsection a. is amended to read:
 - a. In consideration of access to SEMS as defined in the Agreement, the Tribe shall pay \$87,205 to DCS annually. The cost of this Amendment is *estimated not to exceed* \$48,205 and is based on a 100% caseload of 2839 cases. The \$87,205 annual cost is subject to increase or decrease as determined by actual IV-D cases held by the Tribe.
 - b. (2) (a) The number of IV-D cases in the Tribe's system will be divided by 2839 & multiplied by the quarterly cost in Chart 1 below. The resulting figure represents a prorated cost over the previous three month quarter for the portion of IV-D cases the tribe has in their caseload.

c. Chart 1 -

Cost Type	Monthly Cost	Quarterly Cost	Estimated Yearly Cost Maximum
IT System	\$1157	\$3469	\$13877
Bank Fees/ Mail Delivery/ Deposit Pick Up	\$39	\$118	\$471
Central Services Payments Staff Support	\$236	\$707	\$2,830
Central; Services Suspense Payment Research Support	\$89	\$267	\$1,068
SEMS Staff Support	\$958	\$2,875	\$11,498
Spokane DCS Staff Support	\$4,776	\$14,328	\$57,313
Tribal Relations Team Staff Support for Data Extract & Invoice	\$10	\$30	\$121
Fiscal Accounting Staff Support	\$2	\$7	\$27
Totals	\$7,267	\$21,801	\$87,205

d. SEMS staff time will be billed at the rate of **\$161.00 per hour** for technical assistance provided beyond using the SEMS application.

6. Exhibit B – SEMS Screen access for Colville Tribal IVD staff is amended as follows:

a. The following three (3) screens shall be removed:

- (1) **EA** – Enforcement Action Inquiry and Update - This screen has not existed since 2003;
- (2) **FL** - Federal Case Registry Inquiry and Update (aka Federal Locate) - The SEMS system lacks the ability to report to the Federal Case Registry - cases that do not belong to WA DCS. The federal system can only maintain one record for a SSN from each State; and
- (3) **NR** - Federal Case Registry – The SEMS system lacks the ability to report to the Federal Case Registry - cases that do not belong to WA DCS. The federal system can only maintain one record for a SSN from each State.

b. The following statement of clarification shall be added to Exhibit B, following the SEMS screen abbreviations:

- (1) CTCSP staff have access to the above SEMS screens on Colville Tribal cases only. CTCSP staff are not allowed access to DCS cases. Except as noted:
 - (a) CTCSP staff may only use **CR** or **SX** to cross-reference a DCS case that is associated with a CTCSP case, but CTCSP staff cannot select or click-into a DCS case in SEMS.

All other terms and conditions of this Agreement remain in full force and effect.

Contract and Amendment Payment Revision Chart

(revised Contract funding paid DCS based on actual costs includes estimated Due DCS for 06 and 07 amendment)

Contract #	Bill #	Period	Date	Total Due	Case Count	
0862-49190	1	Oct -Dec 09	12/31/2009	-\$2,070.60	140	
	2	Jan-Mar 10	3/31/2010	-\$2,248.08	152	
	3	Apr-Jun 10	6/30/2010	-\$9,613.50	634	
	4	Jul-Sep 10	9/30/2010	-\$12,379.23	837	
	Actual Costs				-\$26,311.41	
0862-49190-01	5	Oct-Dec 10	12/31/2010	-\$13,901.12	940	
	6	Jan-Mar 11	3/31/2011	-\$14,568.14	985	
	7	Apr-Jun 11	7/29/2011	-\$14,716.05	995	
	8	Jul-Sep 11	10/28/2011	-\$14,701.26	994	
	Actual Costs				-\$57,886.57	
0862-49190-02	9	Oct-Dec 11	1/31/2012	-\$17,688.84	1196	
	10	Jan-Mar 12	3/30/2012	-\$17,585.31	1189	
	11	Apr-Jun 12	7/10/2012	-\$17,836.74	1206	
	12	Jul-Sep 12	10/26/2012	-\$19,138.26	1294	
	Actual Costs				-\$72,249.15	
0862-49190-03	13	Oct-Dec 12	2/1/2013	-\$21,460.29	1451	
	Actual Costs				-\$21,460.29	
0862-49190-04	14	Jan-Mar 13	3/29/2013	-\$22,185.00	1500	
	15	Apr-Jun 13	7/29/2013	-\$21,815.25	1475	
	16	Jul-Sep 13	10/28/2013	-\$23,649.21	1600	
	17	Oct-Dec 13	1/30/2014	-\$24,418.29	1644	
	Actual Costs				-\$92,067.75	
0862-49190-05	18	Jan-Mar 14	4/28/2014	-\$16,770.60	1776	
	19	Apr-Jun 14	7/29/2014	-\$17,422.16	1845	
	20	Jul-Sep 14	10/29/2014	-\$18,536.43	1963	
	21	Oct-Dec 14	2/3/2015	-\$19,140.77	2027	
	Actual Costs				-\$71,869.96	
0862-49190-06	22	Jan-Mar 15	4/28/2015	-\$18,885.81	2000	ESTIMATED
	23	Apr-Jun 15	TBD	-\$20,114.19	Max Remaining	
	Projected Cost Maximum				-\$39,000	
0862-49190-07	24	Jul-Sep 15	TBD	-\$24,102.50	Estimate w/buffer	
	25	Oct-Dec 15	TBD	-\$24,102.50		
	Projected Cost Maximum				-\$48,205	
Paid to Date				-\$359,845.13		-\$87,205
New Max Consideration				-\$429,050.13		

**EMERGENCY
RESOLUTION**

WHEREAS, it is the recommendation of the Management & Budget and Health & Human Services Committees to amend Resolution 2015-13 Indian Nation-Program Agreement-DSA-Colville SEMS Access Contract Amendment #7. This agreement is necessary to provide CTCSP Case Referral, SEMS Screen access for Case Management System (SEMS), Data Security Requirements, IRS Confidentiality and Security Requirements. All other terms and conditions of the original contract remain in full force and effect. The agreement end date is December 31st, 2015. Chairman or designee authorized to sign all pertinent documents.

THEREFORE, BE IT RESOLVED, that we, the Colville Business Council, by authority of Resolution 1991-431 (10 affirmative signatures on this recommendation sheet, an emergency) this 7th day of July, 2015, acting for and in behalf of the Colville Confederated Tribes, Nespelem, Washington, do hereby approve the above recommendation of the Management & Budget and Health & Human Services Committee.

The foregoing was duly enacted by the Colville Business Council by a vote of **10 FOR 0 AGAINST 0 ABSTAINED**, under authority contained in Article V, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, ratified by the Colville Indians on February 26, 1938, and approved by the Commissioner of Indian Affairs in April 19, 1938.

ATTEST:



James L. Boyd, Chairperson
Colville Business Council

cc: William Nicholson II/Andy Joseph, Jr. Committee Chair
 Trisha Jack, CBC Recording Sec.
 Francis Somday, Executive Director
 Debra Wulff, BIA Superintendent
 Anna Vargas, Reservation Attorney
 Craig Moen, Comptroller
 Dept. or Program: Sam Ankney - Child Support



Confederated Tribes of the Colville Reservation
Nespelem, Washington

TO: COLVILLE BUSINESS COUNCIL DATE: 6/22/2015

FROM: Management & Budget and Health & Human Services

SUBJECT: Indian Nation-Program Agreement-DSA-Colville SEMS Access-Amendment#7

Initiated By: Sam Ankney x2782 Program: Child Support Program

Committee Recommendations: Whereas, it is the recommendation of Management & Budget and Health & Human Services committee to AMEND ~Res #2015-13: Indian Nation-Program Agreement-DSA-Colville SEMS Access*Contract Amendment #7. This agreement is necessary to provide CTCSP Case Referral, SEMS Screen access for Case Management System (SEMS), Data Security Requirements, IRS Confidentiality and Security Requirements. All other terms and conditions of the original Contract remain in full force and effect. The agreement END date is December 31st 2015. The Chairman or designee is authorized to sign related pertinent documents.

<u>COMMITTEE MEMBERS</u>	<u>VOTE CAST</u> (YES) (NO)	<u>COMMITTEE MEMBERS</u>	<u>VOTE CAST</u> (YES) (NO)
<i>Will II</i>	X	<i>And C Joseph</i>	X
<i>Joseph Soudry</i>	X	<i>Mel Tward</i>	X
<i>Alhanna</i>	X	<i>Richard Frank</i>	X
<i>M. E. M.</i>	X		
<i>John Bergson</i>	X		
<i>Lance Johnson</i>	X		

Business Council Actions: Seconded by: _____

FOR _____ Signed: *Will II*
Committee Chairperson

NAY _____ Signed: *Mel Tward for*
CBC Chairperson

ABSTAINED _____ Date Enacted: 7/7/15

Amendments: _____

