



**BHO PROGRAM AGREEMENT**  
Tribal BH Conference

DSHS Agreement Number:  
1869-30351

This BHO Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued in conjunction with the DSHS and BHO Agreement on General Terms and Conditions (GT&C), which is incorporated by reference.

BHO GT&C Contract Number:  
  
Contractor Contract Number:

<b>CONTRACTOR NAME</b> North Sound Behavioral Health Organization, LLC		<b>CONTRACTOR</b> doing business as (DBA)	
<b>CONTRACTOR ADDRESS</b> 301 Valley Mall Way Ste 110 Mount Vernon, WA 98273-5462		<b>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</b> 603-583-336	<b>DSHS INDEX NUMBER</b> 1553
<b>CONTRACTOR CONTACT</b> Joe Valentine	<b>CONTRACTOR TELEPHONE</b> (360) 416-7013	<b>CONTRACTOR E-MAIL ADDRESS</b> joe_valentine@northsoundbho.org	
<b>DSHS ADMINISTRATION</b> Behavioral Health Administration	<b>DSHS DIVISION</b> Division of Behavioral Health and Recovery	<b>DSHS CONTRACT CODE</b> 1690LC-69	
<b>DSHS CONTACT NAME AND TITLE</b> Stephanie Endler Project Director		<b>DSHS CONTACT ADDRESS</b> 4500 10th Avenue SE  Lacey, WA 98503	
<b>DSHS CONTACT TELEPHONE</b> (360)725-3428	<b>DSHS CONTACT FAX</b> (360) 586-9727	<b>DSHS CONTACT E-MAIL ADDRESS</b> stephanie.endler@dshs.wa.gov	
<b>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</b> No		<b>CFDA NUMBER(S)</b>	
<b>AGREEMENT START DATE</b> 05/01/2018	<b>AGREEMENT END DATE</b> 06/30/2018	<b>MAXIMUM AGREEMENT AMOUNT</b> \$10,000.00	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b> <input type="checkbox"/> Exhibits (specify):			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
<b>CONTRACTOR SIGNATURE</b>		<b>PRINTED NAME AND TITLE</b> Joe Valentine, Executive Director	<b>DATE SIGNED</b>
<b>DSHS SIGNATURE</b>		<b>PRINTED NAME AND TITLE</b> BHA Contracts	<b>DATE SIGNED</b>

## **Special Terms & Conditions**

### **1. Definitions.**

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "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.
- b. "Opioid Use Disorder (OUD)" means a medical condition characterized by a problematic pattern of opioid use that causes clinically significant impairment or distress. It often includes a strong desire to use opioids, increased tolerance to opioids, and withdrawal syndrome when opioids are abruptly discontinued. Addiction and dependence are components of a substance use disorder and addiction represents the most severe form of the disorder. Opioid dependence can manifest as physical dependence, psychological dependence, or both.
- c. "Project staff" means staff working on the STR project.
- d. "STR" means the State Targeted Response to Opioid Crisis project – funded by SAMHSA Grant CFDA Number 93.788.

### **2. Purpose.**

The purpose of this Program Agreement is for the Contractor to add a treatment training track to the 2018 Tribal Behavioral Health Conference (May 16-17, 2018) and provide funding for individual tribal members to attend the training.

### **3. DUNS Number.**

The Contractor's DUNS Number is: 958386666. The Zip Code + 4 is: 98273-5462.

### **4. 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. The Contractor shall add a treatment training track, in coordination with DBHR and the University of Washington, Alcohol and Drug Abuse Institute.
  - (1) The training treatment track shall consist of a treatment-focused workshop training on best practices for Medication Assisted Treatment for Opioid Use Disorder.
  - (2) The Contractor shall provide to DBHR:
    - (a) A paper copy of the presentation given at the treatment workshop.
    - (b) The number of participants in attendance at the treatment workshop.
- b. The Contractor shall provide funding, to enable individual tribal members to attend the training.
  - (1) The Contractor shall:
    - (a) Manage the scholarship application process for tribal members requesting registration and/or lodging scholarships.

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- (b) Provide to DBHR a listing of the tribe or tribal human services affiliation for each individual that is provided a registration scholarship, and whether the scholarship is for two (2) days (\$150) or one (1) day (\$100).
- (c) Provide to DBHR a listing of the tribe or tribal human services affiliation for each individual that is provided a lodging scholarship, along with the amount paid.

### 5. Consideration.

- a. Total consideration payable to the Contractor for satisfactory completion of the work under this Contract is up to a maximum of \$10,000, which shall be based on the successful completion of the deliverables listed in section 4. of this contract.
- b. The source of funds is the Substance Abuse and Mental Health Services Administration (SAMHSA), Opioid STR Grant #1H79TI080249-01. The CFDA # is 93.788.

### 6. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoice(s) using State Form A-19 Invoice Voucher, or such other form as designated by DSHS.
  - (1) Invoices for each month of service shall be submitted no later than thirty (30) days after the close of the month.
  - (2) Invoices shall be completed properly and submitted to the DSHS Contact Person identified on page one of this Contract.
- b. Payment. Payment for services rendered under this Contract shall be made to the Contractor upon DSHS's review and acceptance of the activities required in Section 4a, (1) and (2) of the Performance Work Statement
  - (1) Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices.
  - (2) Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract.
  - (3) 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.
  - (4) Claims for payment submitted by the Contractor to DSHS for costs due and payable under this agreement that were incurred prior to the expiration date shall be paid by DSHS if received by DSHS within 45 days after the expiration date.

### 7. Federal Award Identification for Subrecipients (reference 2 CFR 200.331) – STR Grant

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	North Sound BHO
(ii) Subrecipient's unique entity identifier; (DUNS)	958386666
(iii) Federal Award Identification Number (FAIN);	TI080249
(iv) Federal Award Date (see §200.39 Federal award date);	4/21/17

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(v) Subaward Period of Performance Start and End Date;	5/1/18-6/30/18
(vi) Amount of Federal Funds Obligated by this action;	\$10,000
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$10,000
(viii) Total Amount of the Federal Award;	\$23,580,512 Budget Period (5/1/17 – 4/30/19)
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Opioid STR – Tribal Treatment
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA, Washington State DSHS, Chris Imhoff, Director PO Box 45330 Olympia, WA 98504-5330 IMHOFC@dshs.wa.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.788
(xii) Identification of whether the award is R&D; and	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	de minimis (10%)

### 8. SAMHSA Award Terms.

- a. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA).
- b. Grant funds cannot be used to supplant current funding of existing activities.
- c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is \$199,700 annually.
- d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- e. Per 45 CFR 74.36 and 45 CFR 92.34 and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.

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- f. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB circulars A-102 and A-110.
- g. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- h. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- i. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grant T1080249 from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- j. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

### 9. Subcontracts and Subcontract Monitoring.

- a. All activities and services performed pursuant to this Agreement, which are not performed directly by the Contractor, must be subcontracted in accordance with the terms set forth under this Agreement.
- b. Grant funds may not be used to pay for services provided prior to the execution of subcontracts, or to pay in advance of service delivery. All subcontracts and amendments must be in writing and executed by both parties prior to any services being provided.
- c. Fee-for-service, set rate, performance-based, cost reimbursement, and lump sum subcontracts shall be based on reasonable costs.
- d. The Contractor shall retain, on site, all subcontracts. Upon request by the Department, Contractor will immediately make available any and all copies, versions, including all amendments of subcontracts.
- e. The Contractor must obtain prior approval before entering into any subcontracting arrangement. In addition, the Contractor shall submit to the DSHS Program Manager identified on page one (1) of the contract at least one (1) of the following for review and approval purposes:
  - (1) Copy of the proposed subcontract to ensure it meets all DSHS requirements; or
  - (2) Copy of the contractor's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or

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- (3) Certify in writing that the subcontractor meets all requirements under the contract and that the subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language, as appropriate.
- f. The Contractor shall ensure that its subcontractors receive an independent audit if the subcontractor expends a total of \$750,000 or more in federal awards from any and/or all sources in any fiscal year. Contractor shall require all subcontractors to submit to Contractor 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 within 10 days of audit reports being completed and received by subcontractors. Contractor shall follow up any corrective actions for all subcontractor audit findings in accordance with 2 CFR Part 200, Subpart F. Contractor shall retain documentation of all subcontractor monitoring activities; and, upon request by the Department, shall immediately make all audits and/or monitoring documentation available to the Department.
- g. The Contractor shall conduct and/or make arrangements for an annual fiscal review of each subcontractor receiving grant funds through fee-for-service, set rate, performance-based or cost reimbursement subcontracts; and, shall provide the department documentation of these annual fiscal reviews upon request. The annual fiscal review shall ensure:
  - (1) Expenditures are accounted for by revenue source.
  - (2) No expenditures were made for items identified not allowable with grant funds.
  - (3) Expenditures are made only for the purposes stated in this Agreement, and that services were actually provided.