

**MODIFICATION #1  
CONTRACT #2016-A-14**

between

**CLARK COUNTY**

P.O. Box 5000, Vancouver, WA 98666

and

**WASHINGTON STATE UNIVERSITY**

Office of Grant and Research Development, Neill Hall Room 423, Pullman, WA 99164

<b>Program:</b>	<b>Evaluation Services</b>
Contract Period:	September 30, 2015 through September 29, 2017
Budget for this Contract Period:	\$30,000
Revised Total Contract Amount:	\$60,000
Funding Source:	Fund 1954 – SAMHSA Juvenile Drug Court Enhancement Grant
DUNS Number:	959235664
CFDA Number:	93.243

<b>CONTRACTOR PROGRAM CONTACT</b>	<b>COUNTY PROGRAM CONTACT</b>	<b>COUNTY FISCAL CONTACT</b>
Peggy Bowe 360-546-9486 <a href="mailto:margaret_bowe@wsu.edu">margaret_bowe@wsu.edu</a>	DeDe Sieler 360-397-2075 x 7823 <a href="mailto:dede.sieler@clark.wa.gov">dede.sieler@clark.wa.gov</a>	John Jokela 360-397-2075 x 7883 <a href="mailto:john.jokela@clark.wa.gov">john.jokela@clark.wa.gov</a>

Clark County, hereinafter referred to as the “County,” and Washington State University, hereinafter referred to as the “Contractor,” agree to the terms and conditions of the County Interagency Agreement and this Contract Modification by signing below:

**FOR CLARK COUNTY:**

DocuSigned by:  
  
 9/30/2016  
FB5426E8B9FA42C...

Mark McCauley, County Manager

**FOR WASHINGTON STATE UNIVERSITY:**

DocuSigned by:  
  
 9/30/2016  
783BD50537BD4F4...

Dan Nordquist, Director  
orso@wsu.edu

**APPROVAL AS TO FORM ONLY:**

DocuSigned by:  
  
 9/30/2016  
F6B2CB11526542E

Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2016-A-14.1**  
**WASHINGTON STATE UNIVERSITY**

**CONTRACT PERIOD**  
**SEPTEMBER 30, 2016 TO SEPTEMBER 29, 2017**

<b>STATEMENT OF WORK #1 EVALUATION SERVICES</b>			
<b>CATEGORY</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>YEAR 3 BUDGET</b>
Juvenile Recovery Court Enhancement Project Evaluation	Fee-for-Service	SAMHSA Juvenile Drug Court Enhancement Grant CFDA #93.243	\$30,000
<b>BUDGET FOR THIS CONTRACT PERIOD</b>			<b>\$30,000</b>

## 1. CONTRACT HISTORY

CONTRACT TERM	ACTION AMOUNT	TOTAL CONTRACT AMOUNT
Base Contract (12-months) 09/30/15 – 09/29/16	\$30,000	\$30,000
Amendment #1 12-month Contract Extension: 09/30/16 – 09/29/17	\$30,000	\$60,000

## 2. MODIFICATIONS

- 2.1. The Contract Period is extended through **09/29/17**.
- 2.2. For the 09/30/16 - 09/29/17 contract period, the budget for Statement of Work #1 shall be **\$30,000**.
- 2.3. The total contract amount is thereby increased by **\$30,000** from \$30,000 to **\$60,000**.
- 2.4. Section 6.1 of the Professional Services Contract “DOCUMENTS INCORPORATED BY REFERENCE” is replaced in its entirety with the following:
 

*6.1. Substance Abuse and Mental Health Services Administration (SAMHSA) Juvenile Drug Court Enhancement Grant Notice of Award 5H79TI025478, as amended*
- 2.5. Section 12 of the Professional Services Contract “FISCAL AUDIT” is replaced in its entirety with the revised Section 12 shown in the attached Exhibit A.
- 2.6. Section 26 of the Professional Services Contract “TERMINATION” is replaced in its entirety with the revised Section 26 shown in the attached Exhibit A.
- 2.7. The Statement of Work is replaced in its entirety with the revised Statement of Work shown in the attached Exhibit B.
- 2.8. A new Section 3.12 is added to the “Business Associate Agreement and Qualified Service Organization Agreement”:
 

*3.12. Performance of Covered Entity’s Obligations. To the extent that Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that would apply to Covered Entity in the performance of such obligation.*
- 2.9. All other terms and conditions of the original contract, as amended, remain the same.

## 3. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, subsequent modifications, and this

modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, unless provided elsewhere in the Contract, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified Contract.

4. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

5. CONTRACT MODIFICATIONS FOR BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

## EXHIBIT A

### REVISIONS TO THE PROFESSIONAL SERVICES CONTRACT

#### New Section 12:

#### 12. FISCAL REQUIREMENTS

- 12.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) that meet the financial management systems requirements of this Contract. The requirement in this section may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.
- 12.2. The Contractor shall adhere to 2 C.F.R. Part 200 for cost principles and federal award requirements.
- 12.3. The Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with Title 2 C.F.R §200.508 if the Contractor (1) expends \$750,000 or more in federal awards during the Contractor's fiscal year or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level.
- 12.4. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an independent audit report is required. A copy of the audit report shall be submitted to the County. Copies of other financial records may also be required.
  - 12.4.1. Non-Profit Contractors and Public Entities - The audit report shall meet Title 2 C.F.R Part 200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R Part 200 audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
  - 12.4.2. For Profit Contractors - An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
- 12.5. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding

payment until the financial information or audit is received by the County.

- 12.6. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 12.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 12.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 12.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.
  - 12.6.4. The County may waive the semi-annual reporting requirement in writing if the Contractor's total contract amount is less than \$25,000 or if this Contract is a Professional Services Contract.

**New Section 26:**

**26. TERMINATION**

- 26.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
  - 26.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
  - 26.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 26.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 26.3. Disposition of Funds upon Termination. Upon termination of this Contract any

unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.

- 26.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

**EXHIBIT B**

**STATEMENT OF WORK  
EVALUATION SERVICES  
WASHINGTON STATE UNIVERSITY  
CONTRACT #2016-A-14.1**

**CONTRACT PERIOD  
SEPTEMBER 30, 2016 TO SEPTEMBER 29, 2017**

<b>STATEMENT OF WORK #1 EVALUATION SERVICES</b>			
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<b>BUDGET FOR THIS CONTRACT PERIOD</b>			<b>\$30,000</b>

**1. PROJECT DESCRIPTION****1.1. Juvenile Drug Court Enhancement Grant Evaluation Project - Standards and Guidelines**

The Juvenile Drug Court Enhancement Grant requires a local performance assessment/evaluation as outlined in the original SAMHSA grant announcement requirements. This evaluation is necessary to periodically review the performance data submitted to SAMHSA as well as use the data on a local level to assess progress and to make improvements when indicated. The evaluation project is intended to cover a three year period which is the approved project period for this SAMHSA grant.

In Year 1 (2014-15) a process evaluation was completed.

In Year 2 (2015-16) an outcome evaluation was completed.

**In Year 3 (2016-17) a cost-benefit evaluation shall be completed.**

The combined process, outcome and cost-benefit evaluation will provide a comprehensive view of the full impact of the JRC and its enhancements on individuals, agencies and multiple systems.



## 1.2. Year 3 Cost-Benefit Evaluation

The cost-benefit evaluation calculates the cost of the program and also the cost of the outcomes, resulting in a cost-benefit ratio. The main purposes of cost analysis for this evaluation are to determine the cost of the program and its enhancements and to determine if the costs due to criminal justice, treatment, and other outcomes are lower due to JRC participation. The cost benefit analysis will involve interviews with key informants, analysis of budgets, comprehensive annual financial reports, agency pay and classification information, and review of other pertinent documents. An assessment of the savings to taxpayers from avoided negative outcomes such as foster care use and criminal recidivism will be assessed. A cost analysis will be prepared as a section of the full evaluation report. The cost data will be collected in the final year of the evaluation in order to have current cost figures at the time of the final report.

## 2. REPORTING

2.1. The Contractor will prepare the following written reports to summarize Program findings:

2.1.1. Quarterly evaluation updates presented to Clark County Department of Community Services (DCS) staff and the JRC Team. These reports will include a baseline analysis of client characteristics, including race, ethnicity, age, substance of choice, use patterns, family, social supports, mental and physical health, criminal justice status, etc.

2.1.2. Annual Evaluation Reports – including summaries of the process evaluation, outcome evaluation, or cost-benefit evaluation (analysis details are found below) and updates on any changes in process or practice. Annual Reports will describe changes among participating clients over the grant period completed to date, as well as the more process-oriented changes to program staffing, services or service delivery plans.

2.1.3. Urgent or time-sensitive findings, recommendations, or feedback will be provided to DCS and JRC staff as-needed outside of the reporting schedule.

2.1.4. A Final Report is required at the end of the Contract date for Year 3 of this Grant. The Final Report at the end of Year 3 shall consist of Contractor's analysis of the GPRA and supplemental data, as well as Contractor's process, outcome and cost analysis. A Final Evaluation Report describing changes among participating clients over the entire grant period will be provided at the end of the period.

2.2. Both formal and informal opportunities to communicate ongoing evaluation findings will be developed with DCS, JRC staff, and the Contractor. On-going communication venues include face-to-face team meetings, reports, and phone and email communications. A draft summary of the findings of key stakeholder

interviews will be presented to DCS and JRC staff prior to finalization to ensure timely and responsible communication, both within the Project and with SAMHSA staff as well.

Both process and outcome evaluation components will feed into the performance assessment which is built upon cumulative, on-going data collection and analysis and documented in the Annual Report.

**3. PAYMENT**

- 3.1. This is a fee-for-service Statement of Work not to exceed \$30,000.
- 3.2. The hourly rate(s) charged by the Contractor shall be reasonable and approved by the County prior to services being performed.
- 3.3. The Contractor shall invoice the County monthly if services are performed. Monthly invoices shall include the Contractor’s staff hourly rates and include a summary of the service hours associated with the performance of this Statement of Work.

3.4. Contractor Staff:

<b>Contractor Staff</b>	<b>Not To Exceed</b>
Dr. Clayton Mosher, WSUV	\$30,000

- 3.5. No payment will be made by the County should the Contractor not provide the reports or other deliverables described in this Statement of Work.