

**PROFESSIONAL SERVICES CONTRACT
2017-18 GENERAL FUND AGREEMENT**

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Crystal Judson Family Justice Center**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A.** The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit "A" attached hereto and incorporated herein.
- B.** Changes to Scope of Work. Material changes in the scope, character or location of services, as well as other items in Exhibits A and B, such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval by the CITY Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- C.** The CONTRACTOR agrees to employ a data collection system in accordance with Exhibit "B" attached hereto and incorporated herein. Modifications and/or changes to the data collection system may be made during the course of the Contract, but only upon prior written request from the CONTRACTOR and with express prior written approval by the CITY Human Services Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- D.** In March, 2011, the City of Tacoma adopted Ordinance 28057 authorizing a 0.1% sales tax to support mental health treatment, chemical dependency treatment, therapeutic court(s), and housing for those receiving treatment. Governed by RCW 82.14.460, the tax may be used to supplant existing funding. Contracts evaluated and deemed appropriate for funding under the mental health dollars will be subject to additional outcome measurements reflecting effectiveness of programming in support of RCW 82.14.460.

2. Term

- A.** All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.

- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$400,000 (Four hundred thousand dollars and no cents)** from the General Fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation By-Laws, date of submittal of IRS Form 990 and insurance binder); and
 - 2. Project Reimbursement Request form (Exhibit B); and
 - 3. Payroll verification; and
 - 4. Monthly Activity Report; and
 - 5. Client Demographic data; and
 - 6. ACH (direct deposit form)
 - 7. Completed W-9

8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly

- D. Payment shall be made through the CITY’S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- E. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- F. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.
- H. If, prior to completion of the work under this Contract, the CONTRACTOR has not submitted all Agency Documents (as defined in this Contract), and required by the CITY, the CITY shall withhold five percent (5%) of the compensation due hereunder.
 - i. Agency documents. Agency documents include, but are not limited to, the following: program budget, contact information, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation By-Laws, date of submittal of IRS Form 990 and insurance binder)
- I. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the

United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A.** The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A.** The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B.** In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C.** If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY's request, the CONTRACTOR shall make available to CITY all accounts, records and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the contract.
- D. Upon request, the CONTRACTOR shall provide the CITY with reasonable access to financial information concerning the contract services. Copies of any audit reports made of the CONTRACTOR's activities shall be provided to the CITY within thirty (30) days of CONTRACTOR's receipt of the audit.

Any disallowable costs discovered during an audit or financial statement review will be deducted either from the final payment under this Contract or from the first payment under a renewed Contract or will be refunded by the CONTRACTOR. No future payments will be made until all audit findings and disallowable costs are resolved to the satisfaction of the CITY.

- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.
- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

7. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Susan Adams Executive Director 718 Court E Tacoma, WA 98402
Phone: 253.591.5225	Phone: 253.798.4330
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: sadams@co.pierce.wa.us

9. Termination and Suspension

- A.** Either party may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to the other party. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- D.** If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least 15 calendar days to cure its default status. The

time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

10. Taxes, Licenses and Permits

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C.** The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

11. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

12. Insurance

Pierce County, which administers the Crystal Judson Family Justice Center (FJC), is a self-insured municipality, and any claims or litigation involving activities of FJC's employees, officers and agents will be handled under that self-insurance program as a claim or litigation against Pierce County and no other liability coverage is required.

13. Nondiscrimination Generally

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action or provision of services because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with disabilities. Moreover, CONTRACTOR shall not discriminate in the provision of services because of sexual orientation, including gay, lesbian, bisexual or transgender status. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

14. Restrictions on Religious Identifications, Activities or Discrimination

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color **by December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves **by December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by December 31, 2018. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Homeless Service System

- A. CONTRACTORS that serve households at risk of, or experiencing, homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in a tailored services assessment with City and/or Pierce County Community Connections staff and the development of a technical assistance plan and active effort to implement agreed upon changes that will improve the overall delivery of services.
- B. CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to victims of domestic violence, will work with the Pierce County Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 69, Number 146, dated Friday, July 30, 2004, pages 45,888 through 45,934 {Homeless Management Information Systems (HMIS): Data and Technical Standards Final Notice}.
- C. The CONTRACTOR will notify the CITY Human Services Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved between Pierce County Community Connections and the CONTRACTOR. This will not alleviate CONTRACTOR's obligation to comply with reporting obligations.

19. Community and Neighborhood Relations

- A. CONTRACTORS with facilities in the City of Tacoma will provide the Neighborhood Council(s) corresponding to CONTRACTOR's physical location with the following information at the beginning of the contract period:
 - i. Name, location, and description of programs funded under this contract
 - ii. List of agency Board of Directors
 - iii. Name, phone number, and e-mail address of point of contact for any inquiry regarding programs funded under this contract
 - iv. Written procedures for addressing grievances

- B.** CONTRACTORS providing services to City of Tacoma residents outside the City of Tacoma will provide a neighborhood or community group corresponding to CONTRACTOR's physical location with the following information:
 - i. Name, location, and description of programs funded under this contract
 - ii. List of agency Board of Directors
 - iii. Name, phone number, and e-mail address of point of contact for any inquiry regarding programs funded under this contract
 - iv. Written procedures for addressing grievances

- C.** All CONTRACTORS will provide copies of the correspondence with Neighborhood Council(s) or community groups to the City of Tacoma Contract and Program Auditor, provided, however, CONTRACTOR shall not provide copy where correspondence involves identity of confidential services such as domestic violence.

- D.** Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.

- E.** CONTRACTORS operating housing programs must attend the CITY's Crime Free Housing training in accordance with the City of Tacoma Crime Free Housing program requirements.

20. Background Checks and Employment Eligibility Verification

The CONTRACTOR represents that the attorney who is currently performing the responsibilities addressed by this contract, or employees who have access to FJC clientele receiving services under this contract, has passed a criminal background check in accordance with applicable law, and the CONTRACTOR shall conduct criminal background checks on all new employees, interns, or volunteers, or employees of subcontractors performing services under this contract who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall document on Form 1-9 the identity and employment eligibility of all employees performing services under this contract, and will incorporate in writing into any subcontract hereunder the requirements of this paragraph. Additionally, all employment will be verified for eligibility.

21. City ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to

copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out, the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

22. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

23. Duty of Confidentiality

- A. The CONTRACTOR shall preserve the privacy interests of FJC clientele in accordance with state law, including RCW 5.60.060(7); RCW 42.56.370; and RCW 70.123.075.
- B. The CONTRACTOR shall inform its employees, agents and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met.
- C. This section shall survive for six (6) years after the termination or expiration of this Contract.
- D. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract pertaining to the Scope of Services hereunder for work on the Project.

24. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

25. Miscellaneous Provisions

- A. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and

context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

- F. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract.** The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

CRYSTAL JUDSON FAMILY JUSTICE CENTER

T.C. Broadnax
City Manager

Authorized Representative of
Crystal Judson Family Justice Center

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

718 Court E
Tacoma, WA 98402

Andrew Cherullo
Finance Director

Tax Identification Number: 91-6001364
UBI Number: 279035495

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

**SCOPE AND SCHEDULE OF WORK
2017 GENERAL FUND**

**Crystal Judson Family Justice Center
Essential Expenditures**

Scope of Service:

Crystal Judson Family Justice Center will conduct a program designed to meet the priority and goal of ***Social Wellness: Meet the basic needs of Tacoma residents*** and criteria established in the City of Tacoma’s Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma’s Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

The objectives of the Family Justice Center are to 1) reduce the number of domestic violence cases that go unreported in Tacoma, Pierce County and any other participating jurisdiction; 2) ensure domestic violence perpetrators are prosecuted; 3) coordinate and consolidate existing community resources to better serve victims of domestic violence; and 4) offer appropriate civil legal assistance to victims of domestic violence.

As part of the partnership, an inter-local was entered into between Pierce County and the City of Tacoma to ensure the *Essential Expenditures/Functions; which consist of the lease costs of the facility and the salaries of the Executive Officers*. For the year 2017, the anticipated amount that the City of Tacoma is responsible is \$400,000 for *Essential Expenditures and Functions*.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 1000

Location of service delivery: 718 Court E, Tacoma, WA 98402

Time of service: Mon-Fri, 8:30am to 4:30pm

Duration of service: Year round

Target group: (1) Victims of domestic violence and their children

Income level: No income limit

Service area: County-wide

Annual Outputs

Annual Outputs	2017
Total unduplicated number of Tacoma residents served	700
Total unduplicated number of residents served regardless of residence	1600
Service-related outputs [Reported based on a duplicated count of actual services provided each month]	
Service-related Output 1: Number of duplicated client visits	2200
Service-related Output 2: Number of protection orders petitioned	300
Service-related Output 3: Number of protection orders obtained	250
Service-related Output 4: Number of community outreach trainings held	12
Service-related Output 5: Number of Support Groups (Group & Individual) held	75
Auxiliary Output [Report Only]	
Submit monthly CJFJC Service Tracking Data report	--
Submit a copy of Executive Officers position descriptions	--
Submit a copy of Lease Agreement for the CJFJC facility	--
Submit quarterly Financial Statements (Expenses & Revenue)	--
Submit bi-monthly (every odd month) Director's timeline report	--

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **Crystal Judson Family Justice Center** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Seventy-eight (78%) of the budget will be distributed equally over the course of the contract period (6.5% each month). This amount represents annual salaries, benefits and lease costs as outlined in the established Inter-local Agreement. The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit "B". Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Budget	2017
Essential Expenditures/Functions	\$400,000
Total	\$400,000

Exhibit B
Project Reimbursement Request
2017 GENERAL FUND

2017-18 GENERAL FUND								
SOCIAL WELLNESS								
Project: Essential Expenditures			PROJECT REIMBURSEMENT REQUEST					
Operating Agency: Crystal Judson Family Justice Center								
Project Term: <u>January 1, 2017 through December 31, 2017</u>								
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>			(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number: # _____			% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: <u>Crystal Judson Family Justice Center</u>								
Reimbursable costs through: _____ (month)								
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$312,000.00	78%	\$26,000.00				\$0.00	\$312,000.00
Systems & Collaboration	\$20,000.00	5%	\$5,000.00				\$0.00	\$20,000.00
Organizational Assessments	\$20,000.00	5%	\$10,000.00				\$0.00	\$20,000.00
Output Performance Payment Points								
25% of ALL outputs met	\$16,000.00	4%	\$8,000.00				\$0.00	\$16,000.00
50% of ALL outputs met	\$16,000.00	4%	\$8,000.00				\$0.00	\$16,000.00
75% of ALL outputs met	\$16,000.00	4%	\$8,000.00				\$0.00	\$16,000.00
TOTAL	\$400,000.00	100%		\$0.00		\$0.00	\$0.00	\$400,000.00
<i>AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.</i>								
Prepared by: _____			City of Tacoma Contract Specialist: _____					
Date prepared: _____			City of Tacoma Accountant: _____					
Director's signature: _____			City of Tacoma Management: _____					

2017-18 GENERAL FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Pierce County AIDS Foundation**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit "A" attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit "A".
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - 1. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - 2. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Material changes in the scope, character or location of services, as well as other items in Exhibits A and B, such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval by the CITY Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

- F. In March, 2011, the City of Tacoma adopted Ordinance 28057 authorizing a 0.1% sales tax to support mental health treatment, chemical dependency treatment, therapeutic court(s), and housing for those receiving treatment. Governed by RCW 82.14.460, the tax may be used to supplant existing funding. Contracts evaluated and deemed appropriate for funding under the mental health dollars will be subject to additional outcome measurements reflecting effectiveness of programming in support of RCW 82.14.460.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$232,580.00 (Two-hundred thirty two thousand five-hundred eighty and no cents)** from the General Fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR

shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:

1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation By-Laws, date of submittal of IRS Form 990 and insurance binder); and
2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the City's finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.
- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A.** The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B.** In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C.** If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A.** The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B.** The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C.** Upon CITY's request, the CONTRACTOR shall make available to CITY all accounts, records and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the contract.
- D.** IRS Compliance. All of the CONTRACTOR's audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the

end of the CONTRACTOR's fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.

- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.
- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Erick Seelbach Executive Director 3520 S. Pine Street Tacoma, WA 98409
Phone: 253.591.5225	Phone: 253.383.2565
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: eseelbach@piercecountyaids.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

- B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C.** If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least 15 calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.
- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H.** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A.** By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or

- B.** By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.

- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C.** The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A.** Workers' Compensation and employer's liability --statutory limits.
- B.** Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C.** Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.
- D.** Professional liability or errors and omissions -- \$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY's vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR

intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities

- D. Age Discrimination/Disability** - The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E. M/WBE** - The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
- F. CONTRACTORS** providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the contractor’s expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma’s Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color **by December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves **by December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by December 31, 2018. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C. No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F. The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities or Discrimination

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A. CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B. CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the City's Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, contractors will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR's obligation to comply with reporting obligations.

22. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

23. City ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all

patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out, the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

24. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as “Confidential” or “Proprietary.” If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

25. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. “Personal information” includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR’s employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR’s performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E.** The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for

review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.

26. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

27. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

PIERCE COUNTY AIDS FOUNDATION

T.C. Broadnax
City Manager

Authorized Representative of
Pierce County Aids Foundation

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

3520 S. Pine Street
Tacoma, WA 98409

Andrew Cherullo
Finance Director

Tax Identification Number: 91-1385245
UBI Number: 601041989

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A-1

SCOPE AND SCHEDULE OF WORK 2017-2018 GENERAL FUND

Pierce County AIDS Foundation Medical Case Management

Scope of Service:

Pierce County AIDS Foundation will conduct a program designed to meet the priority and goal of **Social Wellness: People are able to live as independently as possible** and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

Pierce County AIDS Foundation's Medical Case Management links people with HIV/AIDS to medical care and support services to extend and improve their quality of life and allow the greatest possible levels of independence. Medical case management is a client-centered service that links HIV positive individuals with medical care and access to prescription medication and health insurance at no cost.

The Pierce County AIDS Foundation utilizes an assessment tool developed by the Washington State Department of Health to evaluate needs in the following areas: medical, basic needs, mental health, substance use, housing, support systems, insurance, medical transportation, legal, cultural and linguistic, self-efficacy, HIV education and prevention, employment, and treatment adherence. Goals are established under these areas and the clients are encouraged to become their own advocates and increase their self-sufficiency; as appropriate.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 215

Location of service delivery: 3009 S. 40th Street, Tacoma, WA 98409

Time of service: Monday, Tuesday, Thursday and Friday, 9:00-5:00;
Wednesday 11:00 to 5:00

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(2) Individuals diagnosed with HIV/AIDS

Income level: Low Income

Service area: County-wide

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Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	215	215
Total unduplicated number of residents served regardless of residence	387	387
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Client Contacts	11,610	11,610
Auxiliary Output [Report Only]		
Number of HIV positive individuals linked to medical care and access to prescriptions/medication at no cost		

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **Pierce County AIDS Foundation** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit "B". Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

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Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
1.0 FTE Administrative Staff	\$45,644.00	\$45,644.00	\$91,288.00
0.1 FTE Direct Services Staff	\$7,876.00	\$7,876.00	\$15,752.00
Total	\$53,520.00	\$53,520.00	\$107,040.00

EXHIBIT A-2

SCOPE AND SCHEDULE OF WORK 2017-2018 GENERAL FUND

Pierce County AIDS Foundation Oasis Youth Center

Scope of Service:

Oasis Youth Center, fiscally sponsored by Pierce County AIDS Foundation, will conduct a program designed to meet the priority and goal of ***Social Wellness: Prepare Children & Youth for Success*** and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

Oasis Youth Center is a drop-in resource and support center specifically for lesbian, gay, bi-sexual, transgender and questioning (LGBTQ) youth ages 11-24. Oasis provides a safe space for LGBTQ youth to access trained adult role models, mentors, professional staff, drug & alcohol free activities, opportunities for personal growth & development, health education and other support to make healthy life choices.

Oasis offers 24 hours of drop-in and programming time weekly, select services during regular business hours, staff support by appointment, formal advocacy and crime victim services, 24 hour emergency line, HIV testing, mental health vouchers for therapy and supportive providers, and a youth council to give all members the opportunity to volunteer and develop leadership skills.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 57

Location of service delivery: 2215 Pacific Avenue, Tacoma, WA 98402

Time of service: Drop-in: Monday 5:30-8:30 PM
Wednesdays 4-7 PM (middle school program)
Thursday and Friday 4:00-10:00 PM
Saturday 6:00 PM to Midnight
Other services Mon-Fri, 8:00am to 5:00pm;
Other times by special arrangement

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
 (2) Youth ages 11-24
 (3) Unaccompanied youth

Income level: Low or moderate income

Service area: County-wide

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	275	275
Total unduplicated number of residents served regardless of residence	500	500
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Number of Support Groups (4 groups per month x 12 months)	48	48
Service-related Output 2: Number of volunteer hours (Average 208 adult volunteer hours per month x 12 months)	2,500	2,500
Auxiliary Output [Report Only]		
Duplicated number served, regardless of residence	--	--
Number of health education sessions (HIV awareness, Sexual Assault, etc.)	--	--

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Pierce County AIDS Foundation** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memoranda of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit "B". Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
1.05 FTE Direct Services Staff	\$61,506.00	\$61,506.00	\$123,012.00
Non-personnel			
Other Expenses: Fiscal Sponsorship	\$1,264.00	\$1,264.00	\$2,528.00
Total	\$62,770.00	\$62,770.00	\$125,540.00

**Exhibit B
Project Reimbursement Request
2017 GENERAL FUND**

2017 GENERAL FUND SOCIAL WELLNESS								
Project: ROLL-UP Medical Case Management/OASIS Youth Center			PROJECT REIMBURSEMENT REQUEST					
Operating Agency: Pierce County AIDS Foundation								
Project Term: <u>January 1, 2017 through December 31, 2017</u>								
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>			(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number: <u> # </u>			% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Pierce County AIDS Foundation								
Reimbursable costs through: <u> (month) </u>								
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$116,290.00	50%	\$4,845.42	\$0.00	\$0.00	\$0.00	\$116,290.00	
Systems & Collaboration (quarterly)	\$23,258.00	10%	\$5,814.50	\$0.00	\$0.00	\$0.00	\$23,258.00	
Organizational Assessments	\$23,258.00	10%	\$11,629.00	\$0.00	\$0.00	\$0.00	\$23,258.00	
Output Performance Payment Points								
25% of ALL outputs met	\$23,258.00	10%	\$11,629.00	\$0.00	\$0.00	\$0.00	\$23,258.00	
50% of ALL outputs met	\$23,258.00	10%	\$11,629.00	\$0.00	\$0.00	\$0.00	\$23,258.00	
75% of ALL outputs met	\$23,258.00	10%	\$11,629.00	\$0.00	\$0.00	\$0.00	\$23,258.00	
TOTAL	\$232,580.00	100%		\$0.00	\$0.00	\$0.00	\$232,580.00	
<i>AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.</i>								
Prepared by: _____			City of Tacoma Contract Specialist: _____					
Date prepared: _____			City of Tacoma Accountant: _____					
Director's signature: _____			City of Tacoma Management: _____					

2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Comprehensive Life Resources**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$1,003,976.00 (One million three thousand nine hundred seventy six dollars and no cents)** from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure,

most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Kim Zacher Executive Director 1201 S. Proctor St. Tacoma, WA 98405
Phone: 253.591.5125	Phone: 253.396.5800
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: kzacher@cmhshare.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the

CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C.** It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A.** Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B.** Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.
- C.** The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

- D.** Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate

services that are equitable, easy to access and navigate, and are available in locations where the needs exist.

- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR’S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he

or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F.** The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B.** CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or

volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act

or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the

CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR

is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.
- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received

from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.

- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

COMPREHENSIVE LIFE RESOURCES

T.C. Broadnax
City Manager

Authorized Representative of
Comprehensive Life Resources

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

3808 S. Angeline Street
Seattle, WA 98118

Tax Identification Number: 91-0854239
UBI Number: 600240318

Andrew Cherullo
Finance Director

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A-1

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS

Comprehensive Life Resources Diversion Beds – Park Place

Scope of Service:

Comprehensive Life Resources will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Jail and Hospital Diversion*** needs and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

Diversion Beds is a program designed to provide intensive support in a transitional residential environment for individuals struggling with mental illness and/or chemical dependency. The goal of the program is to divert individuals from hospitalization and/or jail through comprehensive, sustainable treatment planning. Each individual receives tailored services based on their unique needs for treatment. The facility provides referrals and connections to chemical dependency treatment and services, as well as in-house screenings, support and groups relative to substance use, mental health professionals, a licensed nursing staff and agency affiliated counselors.

The **Diversion Beds** Program is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting.

Total unduplicated number of bed-night capacity for Tacoma residents funded by this contract each year (annual number served with this funding): 1095

Location of service delivery: Park Place Residential Facility

Time of service: 24 hours per day, 7 days per week

Duration of service: Year round

Target group:

- (1) City of Tacoma residents only with this funding
- (2) Direct referrals from Tacoma Police or MHP Co-Responders, and/or TFD CARES
- (3) Uninsured status

Income level: Low-income

Service area:

City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	Track	Track
Total unduplicated number of residents served regardless of residence	Track	Track
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Bed Days at Park Place	1095	1095
Auxiliary Output [Report Only]		
Individuals served with crisis support services/housing	--	--
Referrals received by TPD Co-Responders	--	--
Referrals received by TFD Cares	--	--

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Comprehensive Life Resources** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
0.4 FTE Administrative Staff	\$23,860.00	\$23,860.00	\$47,720.00
2.6 FTE Direct Services Staff	\$122,750.50	\$122,750.50	\$245,501.00
Non-personnel			
Client Support	\$3,000.00	\$3,000.00	\$6,000.00
General Operating	\$16,623.00	\$16,623.00	\$33,246.00
Total	\$166,233.50	\$166,233.50	\$332,467.00

EXHIBIT A-2

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS

Comprehensive Life Resources Life Connections

Scope of Service:

Comprehensive Life Resources will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Community Based Care*** needs and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

Life Connections is a program that offers mental health and substance abuse screening, as well as resource connection, case management and individual, family and group counseling for youth and adults who have no other source of funding. Treatment emphasis is given to individuals struggling with co-occurring disorders. The Life Connections integrated service model is effective in that it allows individuals with co-occurring disorders to receive treatment from one provider. Treatment is client-centered and includes modalities that offer a combination of support, treatment and education. Life Connections is unique in that clients who typically have nowhere to turn for services due to lack of insurance are provided services through Life Connections. Life Connections goes one step further to enhance services by including individuals struggling with both mental illness and chemical dependency.

The **Life Connections** Program is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 107

- Location of service delivery:** 1201 S. Proctor Street, Tacoma, WA 98405 and scattered sites throughout Pierce County
- Time of service:** 8:00 – 5:00 p.m. M-F (Occasional Eve. & weekend)
- Duration of service:** Year round
- Target group:** (1) City of Tacoma residents only with this funding
(2) Priority co-occurring disorder diagnosis

(3) Uninsured status

Income level: Low-income

Service area: City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	107	107
Total unduplicated number of residents served regardless of residence	357	357
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Client Assessments (MH/CD)	107	107
Service-related Output 2: Treatment Plan (includes post-treatment planning)	92	92
Service-related Output 3: Adherence to Treatment Plan	65	65
Service-related Output 4: Referrals received by TFD Cares/TPD Co-Responder	Track	Track

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Comprehensive Life Resources** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development

efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
0.67 FTE Administrative Staff	\$39,944.00	\$39,944.00	\$79,888.00
1.3 FTE Direct Services Staff	\$64,650.00	\$64,650.00	\$129,300.00
0.5 FTE Data Administrator	\$21,150.00	\$21,150.00	\$42,300.00
Non-personnel			
Communications	\$600.00	\$600.00	\$1,200.00
General Operating	\$14,149.00	\$14,149.00	\$28,298.00
Total	\$141,493.00	\$141,493.00	\$282,986.00

EXHIBIT A-3

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS

Comprehensive Life Resources New Beginnings

Scope of Service:

Comprehensive Life Resources will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Jail and Hospital Diversion*** needs and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

New Beginnings is a program designed to provide intensive support in a transitional residential environment for individuals struggling with mental illness and/or substance use disorders. The goal of the program is to divert individuals from hospitalization and/or jail through comprehensive, sustainable treatment planning. Each individual receives tailored services based on their unique needs for treatment. The facility provides referrals and connections to chemical dependency treatment and services, as well as in-house screenings, support and groups relative to substance use, mental health professionals, a licensed nursing staff and agency affiliated counselors.

The **New Beginnings** Program is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting.

Total unduplicated number of bed-night capacity for Tacoma residents funded by this contract each year (annual number served with this funding): 1095

Location of service delivery: Park Place Residential Facility

Time of service: 24 hours per day, 7 days per week

Duration of service: Year round

Target group:

- (1) City of Tacoma residents only with this funding
- (2) Priority at risk for hospitalization or incarceration or leaving detention or hospital
- (3) Uninsured status

Income level: Low-income

Service area:

City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	110	110
Total unduplicated number of residents served regardless of residence	120	120
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Bed Days at Park Place	1095	1095
Service-related Output 2: Individuals served with crisis support services/housing	220	220
Service-related Output 3: WRAP (includes post-treatment planning)	110	110
Auxiliary Output [Report Only]		
Clients referred to Life Connections program	--	--
Referrals received by TPD Co-Responders	--	--
Referrals received by TFD Cares	--	--

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **Comprehensive Life Resources** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development

efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
0.3 FTE Administrative Staff	\$13,564.89	\$13,564.89	\$27,129.78
1.73 FTE Direct Services Staff	\$100,314.86	\$100,314.86	\$200,629.72
Non-personnel			
Client Support	\$2,200.00	\$2,200.00	\$4,400.00
General Operating	\$12,897.75	\$12,897.75	\$25,795.50
Total	\$128,977.50	\$128,977.50	\$257,955.00

EXHIBIT A-4

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS

Comprehensive Life Resources Social Skills Group Intervention

Scope of Service:

Comprehensive Life Resources will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Programs Targeted to Help Youth*** needs and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)
- Education & Learning: Close the education achievement gaps (4A)

Social Skills Group Intervention (S.S.GRIN) program will provide an evidence based curriculum to students that is found to dramatically reduce school violence and increase the social-emotional competence of both young perpetrators and victims. The model also works to address issues of social anxiety and depression. In total, over the course of the contract, CONTRACTOR will implement S.S.GRIN in 40 Tacoma schools, targeting students identified as experiencing emotional/behavioral issues impacting school performance.

S.S.GRIN is a partnership and component of the Tacoma Whole Child Initiative, a partnership between the University of Washington, Tacoma Center for Strong Schools and the Tacoma Public School District.

The **Social Skills Group Intervention (S.S.GRIN) Program** is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 200

Location of service delivery: Scattered Tacoma Schools

Time of service: 9:00 a.m. – 5:00 p.m. M-F

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding

- (2) Students and caregivers of students
- (3) Students qualified through a universal screening process to demonstrate behavioral health concerns impacting their educational success

Income level: Low Income (Uninsured or Underinsured)

Service area: City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	193	193
Total unduplicated number of residents served regardless of residence	200	200
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Numbers of Families of S.S.GRIN youth engaged in youth’s school	96	96
Service-related Output 2: Number of Youth increasing school attendance through participation in S.S.GRIN	108	108

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Comprehensive Life Resources** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
0.25 FTE Administrative Staff	\$11,075.00	\$11,075.00	\$22,150.00
1.0 FTE Direct Services Staff	\$45,200.00	\$45,200.00	\$90,400.00
Non-personnel			
Consumables	\$2,000.00	\$2,000.00	\$4,000.00
General Operating	\$6,519.00	\$6,519.00	\$13,038.00
Other Expenses – SS GRIN Curriculum	\$400.00	\$400.00	\$800.00
Total	\$65,194.00	\$65,194.00	\$130,388.00

EXHIBIT B
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND
2017 MHSUD
SOCIAL WELLNESS

Project: ROLL-UP: Diversion Beds/New Beginnings/Life Connections		PROJECT REIMBURSEMENT REQUEST					
Operating Agency: Comprehensive Mental Health Center of Tacoma-Pierce County dba Comprehensive Life Resources							
Project Term: January 1, 2017 through December 31, 2017							
City Umbrella Dept: NEIGHBORHOOD & COMM. SERVICES		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number: _____		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Comprehensive Life Resources							
Reimbursable costs through: {month} _____							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$501,898.00	50%	\$20,912.42			\$0.00	\$501,898.00
Systems & Collaboration (quarterly)	\$50,189.80	5%	\$12,547.45			\$0.00	\$50,189.80
Organizational Assessments	\$100,379.60	10%	\$50,189.80			\$0.00	\$100,379.60
TMHCD Compliance (quarterly)	\$50,189.80	5%	\$12,547.45			\$0.00	\$50,189.80
Output Performance Payment Points							
25% of ALL outputs met	\$100,379.60	10%	\$50,189.80			\$0.00	\$100,379.60
50% of ALL outputs met	\$100,379.60	10%	\$50,189.80			\$0.00	\$100,379.60
75% of ALL outputs met	\$100,379.60	10%	\$50,189.80			\$0.00	\$100,379.60
TOTAL	\$1,003,976.00	100%		\$0.00	\$0.00	\$0.00	\$1,003,796.00

AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.

Prepared by: _____
Date prepared: _____
Director's signature: _____

City of Tacoma Contract Specialist: _____
City of Tacoma Accountant: _____
City of Tacoma Management: _____

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
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2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Consejo Counseling & Referral Service**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$253,687.00 (Two hundred fifty three thousand six hundred eighty seven dollars and no cents)** from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure,

most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

- 2. Project Reimbursement Request form (Exhibit B); and
- 3. Payroll verification; and
- 4. Monthly Activity Report; and
- 5. Client Demographic data; and
- 6. ACH (direct deposit form)
- 7. Completed W-9
- 8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Mario Paredes Executive Director 3808 S. Angeline Street Seattle, WA 98118
Phone: 253.591.5125	Phone: 206.461.4880
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: MarioParedes@consejocounseling.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the

CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C. It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A. Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B. Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.
- C. The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

- D.** Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate

services that are equitable, easy to access and navigate, and are available in locations where the needs exist.

- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR’S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he

or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F. The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A. CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B. CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A. CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B. The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A. All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B. All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or

volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act

or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the

CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR

is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.
- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received

from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.

- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

CONSEJO COUNSELING AND REFERRAL SERVICE

T.C. Broadnax
City Manager

Authorized Representative of
Consejo Counseling And Referral Service

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

3808 S. Angeline Street
Seattle, WA 98118

Andrew Cherullo
Finance Director

Tax Identification Number: 91-1021247
UBI Number: 600287044

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A-1

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS

Consejo Counseling and Referral Service Youth Chemical Dependency - Tacoma

Scope of Service:

Consejo Counseling and Referral Service will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Community Based Care*** needs and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

Youth Chemical Dependency Program – Tacoma provides individual and family substance abuse counseling to Tacoma youth ages 12-19. The program works to assist youth in decreasing addiction, reducing high-risk behaviors.

Youth who are referred to Consejo's outpatient chemical dependency program are assessed to determine program eligibility. The program uses the American Society of Addiction Medicine (ASAM) as well as the Diagnostic and Statistical Manual of Mental Disorders fourth edition (DSM IV) screening, assessing, and diagnosing tools. Once eligibility is determined and placement is completed, clients begin setting treatment goals with their substance abuse counselor. The duration of treatment is up to 180 days with evaluations of treatment goals performed at 30, 60 and 90 days and on a quarterly basis thereafter.

Youth Chemical Dependency staff is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 25

Location of service delivery: 5915 Orchard Street West, Tacoma, WA 98467

Time of service: 9:00 – 6:00 p.m. M-F (Occasional Eve. & weekend)

Duration of service: Year round

Target group: (1) City of Tacoma youth only with this funding

- (2) At-risk youth
- (3) Multi-cultural Tacoma youth

Income level: Low Income (Uninsured or Underinsured)

Service area: City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	70	70
Total unduplicated number of residents served regardless of residence	160	160
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Individual CD Assessments (ASAM/DSM IV)	25	25
Service-related Output 2: Individual 90 day Treatment Plan	25	25
Service-related Output 3: Individual discharge plan	25	25
Service-related Output 4: Evidence of services *(adherence to treatment plan)	25	25

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Consejo Counseling and Referral Service** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development

efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel	\$30,138.66	\$78,291.95	\$156,583.90
0.1 FTE Administrative Staff	\$6,068.13	\$14,717.59	\$29,435.18
0.5 FTE Direct Services Staff	\$24,070.53	\$63,574.36	\$127,148.72
Non-personnel	\$16,994.84	\$16,994.84	\$33,989.68
Communications and Travel	\$783.07	\$783.07	\$1,566.14
Consumables	\$1,113.40	\$1,113.40	\$2,226.80
Travel	\$540.00	\$540.00	\$1,080.00
Equipment (Leases)	\$572.67	\$572.67	\$1,145.34
Space	\$2,278.20	\$2,278.20	\$4,556.40
General Operating	\$4,217.47	\$4,217.47	\$8,434.94
Other Expenses – Amortization & Depreciation	\$1,269.45	\$1,269.45	\$2,538.90
Other Expenses – Administrative Indirect	\$6,220.58	\$6,220.58	\$12,441.16
Total	\$47,133.50	\$47,133.50	\$94,276.00

EXHIBIT A-2

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS

Consejo Counseling and Referral Service Youth Co-Occurring Disorder Treatment Program

Scope of Service:

Consejo Counseling and Referral Service will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Community Based Care*** needs and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

The Youth Co-Occurring Disorder Treatment (COD) Program will increase treatment options for youth struggling with mental health disorders and substance use disorders. The Youth COD Program will pilot an intervention model by providing group therapy at Lincoln High School for youth who are identified by Lincoln High School staff as needing behavioral health intervention(s) and/or who express an interest in voluntarily participating in group therapy. Youth may also participate who are referred by community providers or through the Pierce County Juvenile Court.

The Youth COD Program will use the evidence based intervention treatment curriculum identified as Seeking Safety. The Youth COD Program will rely upon an array of treatment services to include comprehensive screenings, assessments, individualized treatment plan development and integration, wraparound intervention services for high-risk youth, and the inclusion of family members and other coordinated support services identified in the youth's treatment plan.

The Youth COD Program will contract for legal services ensuring youth are provided with legal advocacy where prescribed to ensure barriers to comprehensive treatment are reduced and/or eliminated.

Youth Co-Occurring Disorder Treatment Program staff is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 40

Location of service delivery: Lincoln High School; 701 S. 37th Street, Tacoma, WA 98418

Time of service: 1 day a week, from 10am – 4:30pm at Lincoln High
One-on-One Counseling services 9:00 a.m. – 5:00 p.m. M-F at Consejo’s Tacoma Office (when required)

Duration of service: School year

Target group: (1) City of Tacoma youth only with this funding
(2) Youth struggling with co-occurring disorders
(3) Youth demonstrating behavioral health concerns

Income level: No Income Limits

Service area: City of Tacoma

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	40	40
Total unduplicated number of residents served regardless of residence	40	40
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Hours of Group Therapy (Provided at Lincoln High School)	TBD*	TBD
Service-related Output 2: Hours of individual therapy (post-group therapy)	TBD	TBD
Service-related Output 3: Hours of legal advocacy	TBD	TBD
Service-related Output 4: Youth receiving treatment for COD	TBD	TBD

*2017-2018 output goals to be determined after baseline is established in 2016-2017.

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Consejo Counseling and Referral Service** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may

require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017-2018
Personnel	\$122,082.78
Program Supervisor	\$8,332.33
Billing Clerk	\$2,797.62
Deputy Director	\$4,120.00
Dually Licensed Clinician (1 FTE)	\$54,750.00
Employee benefits and payroll taxes	\$21,382.83
Contractor Expenses (TeamChild)	\$30,700.00
Non-personnel	\$37,328.22
Professional Fees	\$467.86
Space	\$5,598.89
Communication	\$2,064.38
Travel Expenses	\$1,600.00
General Operational Expenses	\$11,655.99
Indirect Administrative Expenses (10%)	\$15,941.10
Total	\$159,411.00

EXHIBIT B
Project Reimbursement Request
2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD SOCIAL WELLNESS								
Project: ROLL-UP: Youth Chemical Dependency-Tacoma/ Youth Co-Occuring Disorder Treatment Program			PROJECT REIMBURSEMENT REQUEST					
Operating Agency: Consejo Counseling & Referral Service								
Project Term: <u>January 1, 2017 through December 31, 2017</u>								
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>			(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number: _____			% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Consejo Counseling & Referral Service								
Reimbursable costs through: {month} _____								
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$126,843.50	50%	\$5,285.15	\$0.00	\$0.00	\$0.00	\$126,843.50	
Systems & Collaboration (quarterly)	\$12,684.35	5%	\$3,171.09	\$0.00	\$0.00	\$0.00	\$12,684.35	
Organizational Assessments	\$25,368.70	10%	\$12,684.35	\$0.00	\$0.00	\$0.00	\$25,368.70	
TMHCD Compliance (quarterly)	\$12,684.35	5%	\$3,171.09	\$0.00	\$0.00	\$0.00	\$7,970.55	
Output Performance Payment Points								
25% of ALL outputs met	\$25,368.70	10%	\$12,684.35	\$0.00	\$0.00	\$0.00	\$25,368.70	
50% of ALL outputs met	\$25,368.70	10%	\$12,684.35	\$0.00	\$0.00	\$0.00	\$25,368.70	
75% of ALL outputs met	\$25,368.70	10%	\$12,684.35	\$0.00	\$0.00	\$0.00	\$25,368.70	
TOTAL	\$253,687.00	100%		\$0.00	\$0.00	\$0.00	\$253,687.00	
<i>obligation against the City of Tacoma.</i>								
Prepared by: _____			City of Tacoma Contract Specialist: _____					
Date prepared: _____			City of Tacoma Accountant: _____					
Director's signature: _____			City of Tacoma Management: _____					

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME

NON-CITY EMPLOYEE'S SIGNATURE

DATE

2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Metropolitan Development Council**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$216,450.00 (Two hundred sixteen thousand four hundred fifty dollars and no cents)** from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure,

most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K.** All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L.** The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A.** The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A.** The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B.** In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Mark Pereboom Executive Director 721 Fawcett Tacoma, WA 98402
Phone: 253.591.5125	Phone: 253.591.0118
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: mpereboom@mdc-tacoma.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the

CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C.** It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A.** Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B.** Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.
- C.** The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

- D.** Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate

services that are equitable, easy to access and navigate, and are available in locations where the needs exist.

- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR’S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he

or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F.** The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B.** CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A. CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B. The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A. All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B. All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or

volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act

or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the

CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR

is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.
- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received

from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.

- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

- E. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

METROPOLITAN DEVELOPMENT
COUNCIL

T.C. Broadnax
City Manager

Authorized Representative of
Metropolitan Development Council

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

721 Fawcett
Tacoma, WA 98402

Tax Identification Number: 91-0780533
UBI Number: 601381539

Andrew Cherullo
Finance Director

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

**SCOPE AND SCHEDULE OF WORK
2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS**

**Metropolitan Development Council
Behavioral Health and Recovery**

Scope of Service:

Metropolitan Development Council will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Community Based Care*** needs and criteria established in the City of Tacoma’s Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma’s Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

Behavioral Health and Recovery is a program that will provide co-occurring disorder (COD) treatment in locations convenient to individuals who are referred by partner agencies. This program intends to serve individuals who are not covered with insurance or where the Medicaid system is not adequately providing for their needs. Individuals will have access to long-term treatment integrated care delivery which may include peer counseling care. Access to care may include additional MDC healthcare services, inpatient/detoxification treatment, and referrals to OptumHealth Pierce funded providers, where evidence of funding is present.

The **Behavioral Health and Recovery** Program is required to dedicate a staff person who will participate in the City’s monthly MHSUD Collaboration meeting.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 54

Location of service delivery: 721 Fawcett, Suite 201, Tacoma, WA 98402 and at scattered sites throughout Pierce County

Time of service: 9:00 – 5:00 p.m. M-F (Occasional Eve.)

Duration of service: Year round

Target group:
(1) City of Tacoma residents only with this funding
(2) Diagnosed Co-Occurring Disorders
(3) Uninsured or Underserved

Income level: Low Income

Service area: City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	54	54
Total unduplicated number of residents served regardless of residence	60	60
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Individual COD Assessments	30	30
Service-related Output 2: Number of Direct Service Hours	1200	1200
Service-related Output 3: Pre Treatment Direct Service Hours	200	200
Service related Output 4: Pre Treatment residents served	50	50

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Metropolitan Development Council** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel	\$78,291.95	\$78,291.95	\$156,583.90
0.15 FTE Administrative Staff	\$14,717.59	\$14,717.59	\$29,435.18
1.0 FTE Direct Services Staff	\$63,574.36	\$63,574.36	\$127,148.72
Non-personnel	\$29,933.05	\$29,933.05	\$59,866.10
Communications and Travel	\$2,002.43	\$2,002.43	\$4,004.86
Consumables	\$1,731.60	\$1,731.60	\$3,463.20
Training and Education	\$1,731.60	\$1,731.60	\$3,463.20
Insurance and License Fees	\$584.42	\$584.42	\$1,168.84
Space	\$4,368.50	\$4,368.50	\$8,737.00
General Operating – Indirect Admin.	\$10,822.50	\$10,822.50	\$21,645.00
Total	\$108,225.00	\$108,225.00	\$216,450.00

EXHIBIT B
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD SOCIAL WELLNESS								
Project: Behavioral Health & Recovery			PROJECT REIMBURSEMENT REQUEST					
Operating Agency: Metropolitan Development Council								
Project Term: January 1, 2017 through December 31, 2017								
City Umbrella Dept: NEIGHBORHOOD & COMM. SERVICES			(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number: _____			% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Metropolitan Development Council								
Reimbursable costs through: {month} _____								
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$108,225.00	50%	\$4,509.38				\$0.00	\$108,225.00
Systems & Collaboration (quarterly)	\$10,822.50	5%	\$2,705.63				\$0.00	\$10,822.50
Organizational Assessments	\$21,645.00	10%	\$10,822.50				\$0.00	\$21,645.00
TMHCD Compliance (quarterly)	\$10,822.50	5%	\$2,705.63				\$0.00	\$10,822.50
Output Performance Payment Points								
25% of ALL outputs met	\$21,645.00	10%	\$10,822.50				\$0.00	\$21,645.00
50% of ALL outputs met	\$21,645.00	10%	\$10,822.50				\$0.00	\$21,645.00
75% of ALL outputs met	\$21,645.00	10%	\$10,822.50				\$0.00	\$21,645.00
TOTAL	\$216,450.00	100%		\$0.00	\$0.00		\$0.00	\$216,450.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.								
Prepared by: _____			City of Tacoma Contract Specialist: _____					
Date prepared: _____			City of Tacoma Accountant: _____					
Director's signature: _____			City of Tacoma Management: _____					

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
-----------------	-------------------------------	------

2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Pierce County Alliance**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$314,458.56 (Three hundred fourteen thousand four hundred fifty eight dollars and fifty six cents)** from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure,

most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

- 2. Project Reimbursement Request form (Exhibit B); and
- 3. Payroll verification; and
- 4. Monthly Activity Report; and
- 5. Client Demographic data; and
- 6. ACH (direct deposit form)
- 7. Completed W-9
- 8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Terree Schmidt-Whelan Executive Director 510 Tacoma Avenue S. Tacoma, WA 98402
Phone: 253.591.5125	Phone: 253.502.5404
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: drterree@p-c-a.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the

CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C.** It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A.** Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B.** Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.
- C.** The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

- D.** Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate

services that are equitable, easy to access and navigate, and are available in locations where the needs exist.

- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR’S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he

or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F. The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A. CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B. CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or

volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act

or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the

CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

- E.** The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F.** This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G.** CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H.** The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i.** The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR

is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.
- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received

from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.

- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

PIERCE COUNTY ALLIANCE

T.C. Broadnax
City Manager

Authorized Representative of
Pierce County Alliance

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

510 Tacoma Avenue S.
Tacoma, WA 98402

Andrew Cherullo
Finance Director

Tax Identification Number: 91-0906330
UBI Number: 601024675

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS

Pierce County Alliance Therapeutic Courts

Scope of Service:

Pierce County Alliance will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Jail and Hospital Diversion*** needs and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

Therapeutic Courts is a program that serves to deter individuals by offering a legal alternative to felons, veterans and family's incarcerated for crimes identified to be related to the individual's chemical addiction. This program enhances services for individuals diagnosed with mental illness by providing mental health therapy alongside chemical dependency therapy. Mental Health therapists will work together with CD counselors coordinating concurrent CD/MH therapeutic effort through an intensive outpatient (IOP) program dedicated to serving those enrolled in the drug treatment courts.

The program entails screening and diagnosis, group and individual therapy sessions, monitoring of substance use through random urinalysis, frequent evaluation and reporting to the court, case management, crisis intervention, discharge planning and assistance to client in applying for benefits and navigating community-based services. The program recently expanded in 2015-16 to include extensive case management services provided to individuals working with the mental health therapist. The range of treatment is 12 to 24 months.

The goal of this program is to help participants attain long-term recovery.

The **Therapeutic Courts** Program is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 52

Location of service delivery: 510 Tacoma Avenue S., Tacoma, WA 98402

Time of service: 8:30 a.m. – 8:00 p.m. Mon-Thurs
8:30 a.m. – 5:00 p.m. Friday

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(2) Adults screened and determined to have COD
(3) Offered full COD treatment diversion plan by Court

Income level: Low Income (Uninsured or Underinsured)

Service area: City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	82	82
Total unduplicated number of residents served regardless of residence	183	183
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Individual MH/CD Pre-Assessment (COD) No Roll Over	43	43
Service-related Output 2: Hours of case management (20 week/ 50 weeks per year)	1000	1000
Service-related Output 3: Hours of MH therapy (Group = 1 hour)	623	623
Auxiliary Outputs [Report Only]		
Number of clients terminated from court ordered program	--	--
Hours of group therapy offered	--	--

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Pierce County Alliance** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may

require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Sixty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
0.27 FTE Administrative Staff	\$24,398.88	\$24,398.88	\$48,797.76
1.5 FTE Direct Services Staff	\$97,031.00	\$97,031.00	\$194,062.00
Non-personnel			
Communications	\$1,450.00	\$1,450.00	\$1,900.00
Consumables	\$1,783.40	\$1,783.40	\$3,566.80
Travel	\$4,000.00	\$4,000.00	\$8,000.00
Client Support	\$2,500.00	\$2,500.00	\$5,000.00
Space	\$9,250.00	\$9,250.00	\$18,500.00
General Operating – Indirect Admin.	\$16,816.00	\$16,816.00	\$33,632.00
Total	\$157,229.28	\$157,229.28	\$314,458.56

EXHIBIT B
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD SOCIAL WELLNESS								
Project: <u>Therapeutic Courts</u>			PROJECT REIMBURSEMENT REQUEST					
Operating Agency: <u>Pierce County Alliance</u>								
Project Term: <u>January 1, 2017 through December 31, 2017</u>								
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>			(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number: _____			% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: <u>Pierce County Alliance</u>								
Reimbursable costs through: {month} _____								
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$157,229.28	50%	\$6,551.22				\$0.00	\$157,229.28
Systems & Collaboration (quarterly)	\$15,722.93	5%	\$3,930.73				\$0.00	\$15,722.93
Organizational Assessments	\$31,445.86	10%	\$15,722.93				\$0.00	\$31,445.86
TMHCD Compliance (quarterly)	\$15,722.93	5%	\$3,930.73				\$0.00	\$15,722.93
Output Performance Payment Points								
25% of ALL outputs met	\$31,445.86	10%	\$15,722.93				\$0.00	\$31,445.86
50% of ALL outputs met	\$31,445.86	10%	\$15,722.93				\$0.00	\$31,445.86
75% of ALL outputs met	\$31,445.86	10%	\$15,722.93				\$0.00	\$31,445.86
TOTAL	\$314,458.56	100%		\$0.00	\$0.00		\$0.00	\$314,458.56
<i>AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.</i>								
Prepared by: _____			City of Tacoma Contract Specialist: _____					
Date prepared: _____			City of Tacoma Accountant: _____					
Director's signature: _____			City of Tacoma Management: _____					

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
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2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **the Tacoma School District No.10**, a quasi-municipal corporation of the State of Washington, (hereinafter referred to as "DISTRICT") (individually and collectively the City and the District may hereinafter also be referred to as the "Party" or the "Parties");

THIS CONTRACT details the roles of the CITY OF TACOMA and the DISTRICT. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The DISTRICT agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The DISTRICT will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded Districts, the CITY may require the DISTRICT to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The DISTRICT will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the DISTRICT and express prior written approval via change order by designated CITY staff.

- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event DISTRICT is unable to proceed due to a delay solely attributable to CITY, DISTRICT shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the DISTRICT for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The DISTRICT agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for DISTRICT'S full and complete performance of the Scope of Work hereunder shall not exceed **\$291,833.76 (Two hundred ninety one thousand eight hundred thirty three dollars and seventy six cents)** from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for DISTRICT'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by DISTRICT.
- D. The DISTRICT shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. DISTRICT shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:

1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and
2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires DISTRICT to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the DISTRICT for any services or deliverables not performed as required hereunder until such time as the DISTRICT modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the DISTRICT incurs cost in excess of the sum authorized for service under this Contract, the DISTRICT shall pay such excess from its own

funds, and the CITY shall not be required to pay any part of such excess, and the DISTRICT shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the DISTRICT makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the DISTRICT of any of its duties or obligations hereunder, or in the event the DISTRICT shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the DISTRICT as an independent DISTRICT, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to DISTRICT. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of DISTRICT'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of DISTRICT. DISTRICT may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the DISTRICT agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The DISTRICT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The DISTRICT warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the DISTRICT and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the

DISTRICT hereunder shall be performed diligently and completely according to such professional standards.

- C. If the DISTRICT intends to rely on information or data supplied by the CITY, other CITY District's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The DISTRICT shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the DISTRICT shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the DISTRICT, and shall coordinate all communications between the DISTRICT and the CITY.
- B. The DISTRICT shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the DISTRICT shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the DISTRICT'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the DISTRICT'S fiscal year. The DISTRICT will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the DISTRICT has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the DISTRICT is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.
- F. The DISTRICT shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	DISTRICT
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Carla Santorno Superintendent 601 South 8 th Street Tacoma, WA 98405
Phone: 253.591.5125	Phone: 253.571.1010
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: csantor@tacoma.k12.wa.us

9. Termination and Suspension

- A.** The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to DISTRICT. The DISTRICT may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the DISTRICT pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the DISTRICT'S actions or omissions, the CITY shall pay the DISTRICT the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the DISTRICT. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the DISTRICT'S reasonable expenses and shall be subject to verification. The DISTRICT shall resume performance of services under this Contract without delay when the suspension period ends.
- C.** If the DISTRICT is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the DISTRICT with written notice of the need for corrective action. Such notice shall indicate the reason(s) the DISTRICT is in default of this Contract and shall provide the DISTRICT with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the DISTRICT to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this

Contract if, in its sole discretion, it determines that the DISTRICT has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against DISTRICT relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- H.** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The DISTRICT acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the DISTRICT agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the DISTRICT agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the DISTRICT fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the DISTRICT authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the DISTRICT'S total compensation.
- C. The DISTRICT, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The DISTRICT shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers,

agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

- B.** The DISTRICT specifically assumes potential liability for actions brought by the DISTRICT'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the DISTRICT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The DISTRICT recognizes that this waiver was the subject of mutual negotiation.
- C.** It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the DISTRICT nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, DISTRICT shall maintain the following insurance coverage and completed work:

- A.** Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B.** Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.
- C.** The DISTRICT shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- D.** Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by DISTRICT'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The DISTRICT shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event DISTRICT shall utilize employees to perform services hereunder, DISTRICT shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A.** The DISTRICT agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The DISTRICT shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the DISTRICT with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The DISTRICT agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. DISTRICT will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The DISTRICT is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the DISTRICT intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the

presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The DISTRICT must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

- D. Age Discrimination/Disability.** The DISTRICT shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E. M/WBE.** The DISTRICT shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
- F. DISTRICTS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the DISTRICT’S expense.**

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the DISTRICT.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma’s Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the DISTRICT will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The DISTRICT shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The DISTRICT represents that the DISTRICT presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the DISTRICT'S services and obligations hereunder. The DISTRICT further covenants that, in performance of this Contract, no person having any such interest shall be employed. The DISTRICT also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The DISTRICT shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the DISTRICT and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda

purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the DISTRICT, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the DISTRICT, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the DISTRICT, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- F.** The DISTRICT shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.

- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The DISTRICT expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** DISTRICTS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B.** DISTRICTS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** DISTRICTS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal

Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, DISTRICTS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.

- B.** The DISTRICT will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate DISTRICT'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All DISTRICTS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, DISTRICTS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All DISTRICTS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. DISTRICTS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The DISTRICT shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The DISTRICT shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The DISTRICT agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that DISTRICT creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, DISTRICT agrees to the following: The Work has been specially ordered and commissioned by CITY. DISTRICT agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To

the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, DISTRICT hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of DISTRICT'S creation of the Work. DISTRICT shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by DISTRICT pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, DISTRICT waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B. If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C. The DISTRICT shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A. This Contract and documents provided to the CITY by DISTRICT hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide DISTRICT ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by DISTRICT to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by DISTRICT, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and DISTRICT took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to DISTRICT according to the "Notices" provision herein.

- B.** If DISTRICT provides the CITY with records that DISTRICT considers confidential or proprietary, DISTRICT must mark all applicable pages of said record(s) as “Confidential” or “Proprietary.” If DISTRICT fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the DISTRICT expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The DISTRICT shall secure all records with personal information. “Personal information” includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** DISTRICT acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to DISTRICT’S employees, agents, or subcontractors who have a substantial need to know such information in connection with DISTRICT’S performance of obligations under this Contract, the DISTRICT shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The DISTRICT shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the DISTRICT further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E.** The DISTRICT shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The DISTRICT may submit for review and

approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the DISTRICT may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. DISTRICT shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the DISTRICT

- i. The DISTRICT agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The DISTRICT shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The DISTRICT is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.
- ii. The DISTRICT agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The DISTRICT is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.

- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the DISTRICT shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the DISTRICT to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the DISTRICT is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the DISTRICT for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The DISTRICT agrees to mitigate, to the extent practicable, any harmful effect that is known to the DISTRICT of a use or disclosure of protected health information by the DISTRICT in violation of the requirements of this Contract or the law.
- v. The DISTRICT agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the DISTRICT's knowledge of such event.
- vi. The DISTRICT agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created, or received by the DISTRICT on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the DISTRICT with respect to such information.
- vii. The DISTRICT agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The DISTRICT agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.

- ix. The DISTRICT agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the DISTRICT on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The DISTRICT agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, DISTRICT agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the DISTRICT acting on behalf of the CITY. The accounting shall be provided by the DISTRICT to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The DISTRICT may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the DISTRICT shall return or destroy all protected health information received from the CITY, or created or received by the DISTRICT on behalf of the CITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the DISTRICT. The DISTRICT shall retain no copies of the protected health information.
- ii. In the event the DISTRICT determines that returning or destroying the protected health information is infeasible, the DISTRICT shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the DISTRICT shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the DISTRICT maintains such protected health information.

- D. Reimbursement for Costs Incurred Due to Breach**
 DISTRICT shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the DISTRICT.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements.** Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, DISTRICTS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue.** Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment.** The DISTRICT shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries.** This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this

Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

- H. Modification. Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract. The undersigned DISTRICT representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of DISTRICT.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

TACOMA SCHOOL DISTRICT NO. 10

T.C. Broadnax
City Manager

Authorized Representative of
Tacoma School District No. 10

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

601 South 8th Street
Tacoma, WA 98405

Andrew Cherullo
Finance Director

Tax Identification Number: 91-6001553
UBI Number: 278004951

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDERS

Tacoma Public Schools Tacoma Whole Child Initiative (TWCI)

Scope of Service:

Tacoma Public Schools will conduct a program designed to meet the priority and goal of ***Social Wellness: Mental Health & Substance Use Disorder Programs Targeted to Help Youth*** needs and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities:

- Health & Safety: Improve overall health (1C)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)
- Education & Learning: Close the education achievement gaps (4A)

Tacoma Whole Child Initiative (TWCI) program will provide universal screenings and mental health interventions to elementary, middle and high school students in the Tacoma School District. The overarching purpose of the Tacoma Whole Child Initiative is to introduce a school-based mental health intervention in the Tacoma Public School District as an integral part of a developing district-wide multi-tiered system of social, emotional and behavioral supports. In total, 35 elementary schools, five middle schools and one high school will be supported through this project.

Funding provided by the City of Tacoma under this contract will support universal screening of students. Other funding will support the early intervention elements of this program. The Tacoma Whole Child Initiative (TWCI) is led by the TPS Superintendent and the University of Washington Tacoma (UWT) Chancellor with a team of top staff from both institutions planning and overseeing the effort.

The **Tacoma Whole Child Initiative (TWCI)** Program is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 350

Location of service delivery:

2017 – Birney Elementary, Boze Elementary, Downing Elementary, Edison Elementary, Franklin Elementary, Larchmont Elementary, Lister Elementary, Mount Tahoma High School, Pt. Defiance Elementary, Roosevelt Elementary, Skyline Elementary, Truman Middle School, and Whitman Elementary, Browns Point Elementary, Blix Elementary,

DeLong Elementary, Fawcett Elementary, Grant Elementary, Gray Middle School, Jason Lee Middle School, Lowell Elementary, Lyon Elementary, Mann Elementary, Manitou Park Elementary, Reed Elementary, Whittier Elementary
 2018 - Birney Elementary, Boze Elementary, Downing Elementary, Edison Elementary, Franklin Elementary, Larchmont Elementary, Lister Elementary, Mount Tahoma High School, Pt. Defiance Elementary, Roosevelt Elementary, Skyline Elementary, Truman Middle School, and Whitman Elementary, Browns Point Elementary, Blix Elementary, DeLong Elementary, Fawcett Elementary, Grant Elementary, Gray Middle School, Jason Lee Middle School, Lowell Elementary, Lyon Elementary, Mann Elementary, Manitou Park Elementary, Reed Elementary, Whittier Elementary, Arlington Elementary, Bryant Montessori Elementary, Crescent Heights Elementary, Fern Hill Elementary, Geiger Montessori Elementary, Gaudrone Middle School, Jefferson Elementary, Mason Middle School, McCarver Elementary, NE Tacoma Elementary, Sherman Elementary, Stafford Elementary, Washington Elementary

Time of service: 8:00 a.m. – 4:00 p.m. M-F

Duration of service: School based schedule

Target group:
 (1) City of Tacoma residents only with this funding
 (2) Students of Tacoma School District
 (3) 35 elementary school students, 5 middle schools and students in one high school

Income level: Low Income (Uninsured or Underinsured)

Service area: City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma youth served	350	350
Total unduplicated number of youth served regardless of residence	375	375
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Service-related Output 1: Number of youth screenings	10,000	10,000
Service-related Output 2: Number of youth screened moving forward to SS Grin	200	200
Service-related Output 3: Number of staff trained in interventions	600	600

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an

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amendment to the contract as applicable. **Tacoma Public Schools** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
0.08 FTE Administrative Staff	\$1,428.00	\$1,428.00	\$2,856.00
Non-personnel	\$144,488.88	\$144,488.88	\$288,977.76
General Operating	\$20,156.88	\$20,156.88	\$40,313.76
Other Expenses – Contracted Services	\$102,232.00	\$102,232.00	\$204,464.00
Other Expenses – Provider Professional Development	\$22,100.00	\$22,100.00	\$44,200.00
Total	\$145,916.88	\$145,916.88	\$291,833.76

EXHIBIT B
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD SOCIAL WELLNESS								
Project: Tacoma Whole Child Initiative (TWCI)			PROJECT REIMBURSEMENT REQUEST					
Operating Agency: Tacoma School District No.10								
Project Term: <u>January 1, 2017 through December 31, 2017</u>								
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>			(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number: <u> # </u>			% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: <u>Tacoma School District No.10</u>								
Reimbursable costs through: <u> month </u>								
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$145,916.88	50%	\$6,079.87				\$0.00	\$145,916.88
Systems & Collaboration	\$14,591.69	5%	\$3,647.92				\$0.00	\$14,591.69
Organizational Assessments	\$29,183.38	10%	\$14,591.69				\$0.00	\$29,183.38
TMHCD Compliance	\$14,591.69	5%	\$3,647.92				\$0.00	\$14,591.69
Output Performance Payment Points								
25% of ALL outputs met	\$29,183.38	10%	\$14,591.69				\$0.00	\$29,183.38
50% of ALL outputs met	\$29,183.38	10%	\$14,591.69				\$0.00	\$29,183.38
75% of ALL outputs met	\$29,183.38	10%	\$14,591.69				\$0.00	\$29,183.38
TOTAL	\$291,833.76	100%		\$0.00	\$0.00		\$0.00	\$291,833.76
<i>AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.</i>								
Prepared by: _____			City of Tacoma Contract Specialist: _____					
Date prepared: _____			City of Tacoma Accountant: _____					
Director's signature: _____			City of Tacoma Management: _____					

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
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2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Catholic Community Services SW**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A - Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$836,940.00** (eight hundred thirty six thousand nine hundred forty dollars and zero cents) from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure,

most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Denny Hunthausen Executive Director 1323 S Yakima Avenue Tacoma, WA 98405
Phone: 253.591.5125	Phone: 253.383.3697
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: dennyh@ccsww.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the

CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C. It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A. Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B. Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.

- C. The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- D. Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A. The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women's business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR'S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other

disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or

financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F. The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A. CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B. CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S

Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document

identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent the CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent the Work does not qualify as a work made for hire under applicable law, and to the extent the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all of Contractor’s right, title and interest in and to the Work, including but not limited to, all its patent, trade secret, and other proprietary rights and all its right, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’s creation of the Work in its performance of the Contract. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records

Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

- D. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act

(HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.

- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.
- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to

protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

- E. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

CATHOLIC COMMUNITY SERVICES SW

T.C. Broadnax
City Manager

Authorized Representative of
Catholic Community Services SW

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

1323 S Yakima Avenue
Tacoma, WA 98405

Andrew Cherullo
Finance Director

Tax Identification Number: 91-1585652
UBI Number: 601098379

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDER Catholic Community Services SW Nativity Shelter/COD Treatment Program

Scope of Service:

CATHOLIC COMMUNITY SERVICES SW hereinafter “CONTRACTOR,” will conduct a program designed to meet the priority and goal of ***Community Based Care: Meet the needs of Tacoma citizens struggling with co-occurring disorders (mental illness and substance use) and/or dually diagnosed (co-occurring intellectual and developmental disabilities (IDD) and a mental illness*** and criteria established in the City of Tacoma’s Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma’s Vision 2025 Priorities

Human and Social Needs

- Increase Housing Security
- Improve services for youth and vulnerable populations

Nativity Shelter/COD Treatment Program is a program that will provide shelter to homeless clients as well as co-occurring disorder (COD) treatment in the Nativity House located at 1411 South Yakima Avenue, Tacoma. Individuals staying at the Shelter will incorporate those individuals housed not only temporarily with shelter care but those individuals co-located at Nativity House in the fifty permanent supportive housing units. Clients will have daily access to assessment and treatment addressing both mental health and substance use disorders. Individuals identified to have co-occurring disorders will be provided with supportive services through CONTRACTOR’s peer support specialists. Clients requiring extensive treatment will be directed to Metropolitan Development Council staff, who will be both co-located at the Nativity House as well as provide services at the location of Behavioral Health and Recovery located at 721 Fawcett Street, Tacoma, WA.

The treatment services provided through this partnership are intended to serve individuals who are not covered with insurance or where the Medicaid system is not adequately providing for their needs. All individuals served at the Nativity House will have access to shelter, long-term treatment and peer counseling care.

The **Shelter/COD Treatment Program** is required to dedicate a staff person who will participate in the City’s monthly MHSUD Collaboration meeting held the third Tuesday of each month from 9:00 a.m. – 11:00 a.m. at Tacoma Police Headquarters.

Location of service delivery: 702 South 14th Street, Tacoma, WA.
Time of service: 24 hours per day/ 7 days per week
Duration of service: Year round
Target group: (1) City of Tacoma residents only with this funding
(2) 18 years of age and older
(3) Individuals experiencing homelessness
Income level: Low income
Service area: Funding under this contract will serve City of Tacoma residents only. Additional funding is required to serve clients not identified to be from the City of Tacoma.

Annual Outputs

Annual Outputs	2017	2018
Clients Served		
Total unduplicated number of Tacoma residents served	490	490
Total unduplicated number of clients served regardless of residence	700	700
Service-related outputs [Reported based on a count of actual services provided each month]		
Shelter Bednights (167 beds x 365) (regardless of residence)	60,955	60,955
Hours of Peer Support counseling	2100	2100
# of clients referred to MDC for COD Assessment	76	76
*Auxillary: Clients served with permanent supportive housing	50	50

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. Community Youth Services will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Memorandum(s) of Understanding:

The City of Tacoma has created a coordinated and comprehensive system of care for individuals struggling with mental health and/or chemical dependency and funded under the .1% mental health chemical dependency sales tax revenue fund. The City of Tacoma requires Contractor to formalize its letter of support and enter into a memorandum of understanding (or Agency Agreement) with the following agency/program:

MOU/Agency Agreement: MDC Behavioral Health & Recovery

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, as defined in Exhibit B. The program will be compensated upon completion of each deliverable.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel (specify FTE/Position)	\$418,470.00	\$418,470.00	\$836,940.00
Direct Service Staff (10 FTE)	\$418,470.00	\$418,470.00	\$836,940.00
Total	\$418,470.00	\$418,470.00	\$836,940.00

EXHIBIT B
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD
Homelessness & Household Stability

Project: Nativity Shelter / COD Treatment								
Operating Agency: Catholic Community Services SW								
Project Term: January 1, 2017 through December 31, 2017								
City Umbrella Dept: NEIGHBORHOOD & COMM. SERVICES		(3)	(4)	(5)	(6)	(7)	(8)	
Payment Request Number:								
Payment to: Catholic Community Services SW								
Reimbursable costs through:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)	
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$209,235.00	50%	\$17,436.25			\$0.00	\$209,235.00	
Systems & Collaboration	\$20,923.50	5%	\$5,230.88			\$0.00	\$20,923.50	
Organizational Assessments	\$41,847.00	10%	\$20,923.50			\$0.00	\$41,847.00	
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00	
Output Performance Payment Points								
25% of ALL outputs met	\$41,847.00	10%	\$41,847.00			\$0.00	\$41,847.00	
50% of ALL outputs met	\$41,847.00	10%	\$41,847.00			\$0.00	\$41,847.00	
75% of ALL outputs met	\$41,847.00	10%	\$41,847.00			\$0.00	\$41,847.00	
TOTAL	\$418,470.00	100%		\$0.00	\$0.00	\$0.00	\$418,470.00	
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.								
Prepared by:			City of Tacoma Contract & Program Auditor:					
Date prepared:			City of Tacoma Accountant:					
Director's signature:			City of Tacoma Management:					

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
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2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Community Youth Services**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$600,000.00** (six hundred thousand dollars and zero cents) from the CITY 0.1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or

agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. Outcome Based Evaluation Report.
7. ACH (direct deposit form)
8. Completed W-9
9. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
Outcome Based Evaluation System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Kurt Miller Executive Director 711 State Avenue NE Olympia, WA 98506
Phone: 253.591.5125	Phone: 253.778.6656
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: kmiller@communityyouthservices.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the

CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C. It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A. Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B. Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.

- C. The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- D. Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A. The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women's business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR'S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other

disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or

financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F. The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A. CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B. CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S

Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document

identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the

Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

- D. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act

(HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.

- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.
- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to

protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

- E. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

COMMUNITY YOUTH SERVICES

T.C. Broadnax
City Manager

Authorized Representative of
COMMUNITY YOUTH SERVICES

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

711 State Avenue NE
Olympia, WA 98506

Andrew Cherullo
Finance Director

Tax Identification Number: 91-0859922
UBI Number: 600484902

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

SCOPE AND SCHEDULE OF WORK 2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

Community Youth Services Temporary Young Adult Shelter Pierce County

Scope of Service:

Community Youth Services will conduct a program designed to meet the priority and goal of *Enhance Mental Health and Substance Use Disorder Services: Address the unmet need of at risk/vulnerable populations struggling with mental health and/or substance use disorders* and criteria identified in the City of Tacoma's Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

- Human & Social Needs: Increase Housing Security (2A)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

This program provides a safe and stable environment for young adults, ages 18-24, accessing the temporary overnight shelter operating at the Beacon Senior Center in Tacoma, WA. Admittance to the shelter will be conducted on a first come, first serve basis. The participant can stay up to 60 days if they are not taking the initiative to receive services. They are then suspended for 30 days. The participant can stay at the shelter as long as they continue to show progress in receiving needed services. The participant works with the case manager to develop a service plan when they first arrive at the shelter and will meet with them on a regular basis. Referrals will be made to Comprehensive Life Resources and other mental health providers, coordinated entry and other identified services. Once capacity is reached, individuals seeking shelter will be referred to other area shelters. Staff will conduct age verification at intake.

During their stay at the Community Youth Shelter, individuals will have access to mental health specialists (PSS) through Community Life Resources. Under the supervision of the program's Clinical Supervisor, the PSS will function as a role model to sheltered clients, exhibiting competency in personal recovery and use of coping skills, as well as serve as a consumer advocate, providing consumer information and peer support for clients who are experiencing mental illness. Recovery resources such as booklets, pamphlets, and other written materials will be utilized by the MHP in the provision of services.

Meals will be provided by The Salvation Army at the Jarvie Family Lodge. Individuals will have access to shower and laundry facilities at the Drop-in Center, which is located

at 1521 6th Ave, Tacoma, WA at the Salvation Army Family Lodge. The Center will be open Monday - Saturday from 1:00pm - 8:00pm

Staffing levels will be dependent upon the number of shelter participants. A staff Lead will be present at all times. For every 25 participants there will be one staff person, in addition to the staff Lead.

Location of service delivery: **Overnight Shelter:** 415 13th St S, Tacoma, WA 98402
Drop-in Center: 1521 6th Ave Tacoma WA 98404

Time of service: **Shelter:** 6:00 pm – 7:00 am, 7 days a week
Drop-in Center: Monday-Saturday 1:00 pm - 8:00 pm, excluding holidays

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(3) Unaccompanied Young Adults 18 – 24 years old

Income level: Low Income

Service area: County-wide

Outputs	2017	2018
Total unduplicated number of Tacoma residents served	250	250
Total unduplicated number of individuals served program-wide (regardless of residence)	500	500
Service-related outputs [Reported based on a count of actual services provided each month]		
Bednights (estimated at 40 beds x 90% fill rate x 365 days= 13,140)	13,140	13,140
Number of meals (estimated at average 500 meals per month x 12 months)	6,000	6,000
Service-related Output (Informational only; COT shelters required to track)		
Number of individuals turned away		

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Community Youth Services** will notify the

City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunity and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandum(s) of Understanding (MOU(s)) or an Agency Agreement to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Memorandum(s) of Understanding:

The City of Tacoma has created a coordinated and comprehensive system of care for individuals struggling with mental health and/or chemical dependency and funded under the 0.1% mental health chemical dependency sales tax revenue fund. The City of Tacoma requires Contractor to formalize its letter of support and enter into a Memorandum of Understanding (or Agency Agreement) with the following agency/program:

MOU/Agency Agreement: Comprehensive Life Resources (by January 1, 2017)

MOU/Agency Agreement: The Salvation Army (by January 1, 2017)

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Cost Reimbursement

Contract payment is on a cost reimbursement basis. The program will be reimbursed for costs incurred during the contract period, to the extent that these costs fit within budgeted line items prescribed by the contract. Reimbursement requests must be submitted to the CITY after allowable costs have been incurred. Back-up documentation is necessary when requesting reimbursement in order to verify program expenses.

Budget (Expenses charged to this contract)	2017
Personnel	
.60 FTE Executive Director; 2.25 FTE Overnight Counselor (3 positions); .66 FTE Case Manager; .38 FTE equivalent for on-call staff	\$230,772
Non-personnel	
Client Support (meals, bus passes)	
Transportation/Mileage (staff travel)	
Indirect Costs	\$5,587
Total	\$236,359

**EXHIBIT B
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND**

2017 MHSUD Homelessness & Household Stability Cost Reimbursement					
		REIMBURSEMENT REQUEST			
Project: Young Adult Shelter	Operating Agency: Community Youth Services	Project Term: January 1, 2017 through December 31, 2017	City Umbrella Dept.: NEIGHBORHOOD & COMM. SERVICES	Payment Number: {XX}	Payment to: Community Youth Services
Reimbursable costs through {month}	(1)	(2)	(3)	(4)	(5)
Budget Item	2017 Budget	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (3+4)	Budget Remaining (2-5)
Personnel					
.60 FTE Executive Director; 2.25 FTE Overnight Counselor (3 positions); .66 FTE Case Manager; .38 FTE equivalent for on-call staff	\$230,772.00	\$0.00	\$0.00	\$0.00	\$230,772.00
Non-Personnel					
Client Support (meals, bus passes)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transportation/Mileage (staff travel)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs	\$5,587.00	\$0.00	\$0.00	\$0.00	\$5,587.00
TOTAL	\$236,359.00	\$0.00	\$0.00	\$0.00	\$236,359.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and unpaid obligation against the City of Tacoma.					
**NOTE: Supporting financial documentation required for all requested reimbursement.					
Prepared by: _____	City of Tacoma Contract & Program Auditor: _____				
Date Prepared: _____	City of Tacoma Accountant: _____				
Director's Signature: _____	City of Tacoma Management: _____				

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME

NON-CITY EMPLOYEE'S SIGNATURE

DATE

2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Comprehensive Life Resources**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$929,216.44** (nine hundred twenty nine thousand two hundred sixteen dollars and forty four cents) from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of

Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Kim Zacher Executive Director 1201 S Proctor St Tacoma, WA 98405
Phone: 253.591.5125	Phone: 253.396.5866
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: kzacher@cmhshare.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the

CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C. It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A. Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B. Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.

- C. The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- D. Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A. The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women's business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR'S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other

disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or

financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F. The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A. CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B. CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S

Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document

identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the

Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

- D. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act

(HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.

- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.
- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to

protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

- E. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

COMPREHENSIVE LIFE RESOURCES

T.C. Broadnax
City Manager

Authorized Representative of
Comprehensive Life Resources

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

1201 S Proctor St
Tacoma, WA 98405

Andrew Cherullo
Finance Director

Tax Identification Number: 91-0854239
UBI Number: 600240318

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A-1

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDER

COMPREHENSIVE LIFE RESOURCES Positive Interactions

Scope of Service:

COMPREHENSIVE LIFE RESOURCES “hereinafter Contractor” will conduct a program designed to meet the priority of **reduce chronic homelessness and goal of supporting innovative programming designed to reduce the impacts of chronic homelessness for Tacoma businesses as identified** in the City of Tacoma’s Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the City of Tacoma (hereinafter City) in its funding philosophy and policies.

Alignment with Tacoma’s Vision 2025 Priorities

- Health and Safety: Improve neighborhood safety(1A)
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

Positive Interactions will expand the City’s street outreach to businesses negatively impacted by homelessness. The Positive Interactions team will work directly with local businesses that have been negatively impacted by homelessness-related issues. Positive Interactions will respond to homelessness-related issues, concerns and needs.

Positive Interactions will specifically focus on offering a comprehensive and collaborative approach to providing resources and services to many of the City’s most visible individuals facing chronic homelessness.

The goal is to quickly respond to the needs of the businesses, of the community, and, most importantly, the needs of the individuals experiencing homelessness. By providing this tailored support, businesses will be less impacted from blight and will be able to provide the community with a safe and welcoming environment and those experiencing homelessness will receive assistance to help them transition into stability.

The success of Positive Interactions will hinge upon the building of relationships within the community. This will include both relationships with local businesses and key partners from the homeless services and mental health/substance use disorder systems. Positive Interactions will navigate the homeless service and mental health/substance use disorder systems and quickly connect individuals to needed services. This will include attending neighborhood business district meetings, local business staff meetings, surrounding community meetings and one-on-one meetings with business owners.

Positive Interactions will coordinate with businesses to remedy issues related to blight and identify strategies to keep their businesses clear of future issues or homeless-related activity. This will include coordinating the clean-up of homeless encampments and/or debris left behind.

Positive Interactions may also work with the businesses to come up with monitoring plans tailored to the unique needs of each situation that include:

- Clearly defined issue or concern to be addressed
- Identification of stakeholders and partners
- Monitoring schedule
- Action steps to be completed
- Group agreement on what success will look like
-

Here is a list of what businesses can expect from Positive Interactions:

- After hours, on the weekends, or when there is a need:
 - Quick response to calls coming in from Tacoma’s business community.
 - Dedicated phone line connecting businesses to the Positive Interactions team
 - Response within 2 hours (expect response within 3 hours for late night calls)
- Tailored response to the needs of local businesses:
 - Developing a monitoring plan
 - Assisting with area clean-up
 - Attending meetings/speaking directly with staff
- Quick response to the needs of individuals experiencing homelessness:
 - Engagement and de-escalation services
 - Housing and Shelter options

Mental health and drug and alcohol treatment services

Positive Interactions is required to dedicate a staff person who will participate in the City’s monthly MHSUD Collaboration meeting held the third Tuesday of each month from 9:00 a.m. – 11:00 a.m. at Tacoma Police Headquarters.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding):

Location of service delivery:	Businesses and streets in the City of Tacoma
Time of service:	Weekdays and Weekends/All hours (40hr week)
Duration of service:	Year round
Target group:	(1) City of Tacoma residents and businesses (2) Visible individuals experiencing homelessness on the streets and property of Tacoma businesses
Income level:	Low-income
Service area:	City of Tacoma

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served(individuals entering or transitioning into program)	300	300
Service-related outputs:		
Bed Days at Park Place/Shelter or motel	100	100
Number of individual businesses receiving outreach and engagement	450	450
Hours of outreach and engagement provided to individual businesses	TBD	TBD
Number of individuals experiencing homelessness receiving outreach and engagement (Not entered into TMHCD)	Track	Track
Hours of outreach and engagement provided to individuals experiencing homelessness	TBD	TBD
*Number of individuals utilizing a motel voucher	Track	Track
*Number of individuals placed in lodging while transitioning from encampments	Track	Track
*Placement outcome for those leaving a COT funded bed	Track	Track
Contractor agrees to track the following information monthly:		
*Referrals to Shelters (identify shelters)	Track	Track
*Referrals to PATH team	Track	Track

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **COMPREHENSIVE LIFE RESOURCES** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit "B". Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel	\$227,300	\$227,300	\$454,600
Administrative (.65 FTE)	\$39,900	\$39,900	\$79,800
Direct Service Staff (3.70 FTE)	\$179,100	\$179,100	\$358,200
Other Admin (on call stipend)	\$8,300	-	\$8,300
Non-personnel	\$96,979	\$96,594	\$193,573
Space	\$11,262	\$11,262	\$22,524
Communications	\$2,000	\$2,000	\$4,000
Consumables	\$1,000	\$1,000	\$2,000
Advertising	\$1,000	\$1,000	\$2,000
Travel	\$5,000	\$5,000	\$10,000
Client Support	\$1,620	\$1,620	\$3,240
General Operating	\$31,597	\$30,826	\$62,423
Encampment cleanup	\$43,500	\$43,500	\$87,000
Total	\$324,279	\$315,208	\$631,187

EXHIBIT A-2

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDER

COMPREHENSIVE LIFE RESOURCES Making Connections

Scope of Service:

Comprehensive Life Resources will conduct a program designed to meet the priority of *Homelessness Services; behavioral health supportive services and treatment;* identified in the in the City of Tacoma's Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

- Human & Social Needs: Increase housing security
- Human & Social Needs :Improve services to youth and vulnerable populations (2B)

Making Connections will focus on providing services to youth and young adults being served by the Youth Shelter and Crisis Residential Programs. This program will eliminate service barriers by bringing the service to the Youth shelter. Making Connections will embed an Engagement Specialist and Mental Health Professional to provide counseling and case management services to homeless youth while they are staying at the Youth Shelter. Engagement Specialist will work to develop a connection and relationship with the youth in order to gain understanding about barriers that are prompting homelessness and eventually link these individuals with services that could eradicate barriers and eliminate homelessness. The Engagement Specialist will also work to identify education and vocational goals and connect the youth with services that support achievement of these goals.

A Mental Health Professional will also be a part of the staffing model in order to engage and work with youth struggling with mental illness and/or substance abuse issues. The Mental Health Professional will provide assessment, counseling, and access to crisis services as needed. In addition, the Mental Health Professional will work to engage parents and family members to reduce conflict and increase support for the youth.

Location of service delivery: Young Adult Shelter and Crisis Residential Program locations; Tacoma, WA 98402

Time of service: 6pm – 8pm two nights per week (Sun – Thurs)

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
 (2) Young Adults ages 18-24 years old
 (3) Individuals experiencing homelessness

Income level: Low Income

Service area: City of Tacoma

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	75	75
Total unduplicated number of individuals served program-wide (regardless of residence)	100	100
Service-related outputs:		
Number of Service Connections	3	3

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **COMPREHENSIVE LIFE RESOURCES** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Memorandum(s) of Understanding:

The City of Tacoma is creating a coordinated and comprehensive system of care for individuals struggling with mental health and/or chemical dependency and funded under the .1% mental health chemical dependency sales tax revenue fund. The City of Tacoma requires CONTRACTOR to formalize its letter of support and enter into a memorandum of understanding (or Agency Agreement) with the following agency/program:

MOU/Agency Agreement: Community Youth Services

Budget (Expenses charged to this contract)

Projected Budget	2017
Personnel	
Direct Service Staff (.325FTE)	\$20,000
Total	\$20,000

EXHIBIT A-3

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDER

COMPREHENSIVE LIFE RESOURCES Youth Passages

Scope of Service:

Comprehensive Life Resources will conduct a program designed to meet the priority of *Homelessness Services; solutions to eliminate street homelessness and solutions to housing youth and young adults as identified* in the City of Tacoma's Issue Statement for Homelessness and Household Stability, established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

- Human & Social Needs: Increase housing security
- Human & Social Needs: Improve services to youth and vulnerable populations (2B)

The Youth Passages Program will provide short-term housing and intensive mental health treatment services at Park Place, a Residential Treatment Facility in downtown Tacoma, WA. Young adults, 18-24 years old, within the City of Tacoma, who are experiencing homelessness and mental health symptoms, may be referred to the program. Referrals come through City of Tacoma partners, including, but not limited to Team Child, Oasis, Get Help Early (early psychosis intervention program), Community Youth Services, Vadis, Oasis, The Rescue Mission, New Nativity House, Projects for Assistance in Transitions from Homelessness (PATH), Positive Interactions, Resources for Education and Career Health (REACH), Tacoma School District, as well as many others, through a brief telephone screening.

Short term housing, in combination with intensive wraparound mental health services, will be provided to young adults referred to the program. Case management services will be available in-house with the goal of connecting individuals with long term housing. In addition, mental health therapy, peer support, nursing, medication management, on-site activities, as well as 24 hour staffing are provided. Our residents are served three nutritious, balanced meals/day, and three snacks/day. Each resident has a private room with a bathroom (toilet and sink), access to private showers and bathtubs, and laundry onsite. Those services that are not provided on site are available through referral with case manager assistance, such as access to employment services at our outpatient clinic, and connection with community resources as needed, such as outpatient substance abuse treatment services, and healthcare.

Location of service delivery: Park Place Residential Facility, Tacoma, WA
98402

Time of service: 24/7

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(2) Young Adults ages 18-24 years old
(3) Individuals experiencing homelessness

Income level: Low Income

Service area: City of Tacoma

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	80	80
Total unduplicated number of individuals served program-wide (regardless of residence)	80	80
Service-related outputs:		
Number of bednights (1.5beds x 365)	548	548

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **COMPREHENSIVE LIFE RESOURCES** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need

for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Memorandum(s) of Understanding:

The City of Tacoma is creating a coordinated and comprehensive system of care for individuals struggling with mental health and/or chemical dependency and funded under the .1% mental health chemical dependency sales tax revenue fund. The City of Tacoma requires CONTRACTOR to formalize its letter of support and enter into a memorandum of understanding (or Agency Agreement) with the following agency/program:

MOU/Agency Agreement: TBD by January 31, 2017

Budget (Expenses charged to this contract)

Projected Budget	2017
Personnel	\$28,825.00
Administrative Staff (.15 FTE) Direct Service Staff (.50)	\$28,825.00
Non-personnel	\$71,329.00
Space	\$58,714.00
Communications	\$1,050.00
Consumables	\$500.00
Travel	\$300.00
Equipment (leases)	\$750.00
General Operating	\$10,015.00
Total	\$100,154.00

EXHIBIT B-1
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD
Homelessness & Household Stability

Project: Positive Interactions, Making Connections, Youth Passages		ROLL UP - REIMBURSEMENT REQUEST					
Operating Agency: Comprehensive Life Resources							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Comprehensive Life Resources							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$222,216.50	50%	\$18,518.04			\$0.00	\$222,216.50
Systems & Collaboration	\$22,221.65	5%	\$5,555.41			\$0.00	\$22,221.65
Organizational Assessments	\$44,443.30	10%	\$22,221.65			\$0.00	\$44,443.30
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$44,443.30	10%	\$44,443.30			\$0.00	\$44,443.30
50% of ALL outputs met	\$44,443.30	10%	\$44,443.30			\$0.00	\$44,443.30
75% of ALL outputs met	\$44,443.30	10%	\$44,443.30			\$0.00	\$44,443.30
TOTAL	\$444,433.00	100%		\$0.00	\$0.00	\$0.00	\$444,433.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____					
Date prepared: _____		City of Tacoma Accountant: _____					
Director's signature: _____		City of Tacoma Management: _____					

EXHIBIT B-2
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD							
Homelessness and Household Stability							
Project: Positive Interactions							
Operating Agency: Comprehensive Life Resources							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Comprehensive Life Resources							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$162,139.50	50%	\$13,511.63			\$0.00	\$162,139.50
Systems & Collaboration	\$16,213.95	5%	\$4,053.49			\$0.00	\$16,213.95
Organizational Assessments	\$32,427.90	10%	\$16,213.95			\$0.00	\$32,427.90
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$32,427.90	10%	\$32,427.90			\$0.00	\$32,427.90
50% of ALL outputs met	\$32,427.90	10%	\$32,427.90			\$0.00	\$32,427.90
75% of ALL outputs met	\$32,427.90	10%	\$32,427.90			\$0.00	\$32,427.90
TOTAL	\$324,279.00	100%		\$0.00	\$0.00	\$0.00	\$324,279.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____				City of Tacoma Contract & Program Auditor: _____			
Date prepared: _____				City of Tacoma Accountant: _____			
Director's signature: _____				City of Tacoma Management: _____			

EXHIBIT B-3
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD
Homelessness and Household Stability

Project: Making Connections							
Operating Agency: Comprehensive Life Resources							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Comprehensive Life Resources							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$10,000.00	50%	\$833.33			\$0.00	\$10,000.00
Systems & Collaboration	\$1,000.00	5%	\$250.00			\$0.00	\$1,000.00
Organizational Assessments	\$2,000.00	10%	\$1,000.00			\$0.00	\$2,000.00
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$2,000.00	10%	\$2,000.00			\$0.00	\$2,000.00
50% of ALL outputs met	\$2,000.00	10%	\$2,000.00			\$0.00	\$2,000.00
75% of ALL outputs met	\$2,000.00	10%	\$2,000.00			\$0.00	\$2,000.00
TOTAL	\$20,000.00	100%		\$0.00	\$0.00	\$0.00	\$20,000.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____					
Date prepared: _____		City of Tacoma Accountant: _____					
Director's signature: _____		City of Tacoma Management: _____					

EXHIBIT B-4
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD
Homelessness and Household Stability

Project: Youth Passages							
Operating Agency: Comprehensive Life Resources							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Comprehensive Life Resources							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$50,077.00	50%	\$4,173.08			\$0.00	\$50,077.00
Systems & Collaboration	\$5,007.70	5%	\$1,251.93			\$0.00	\$5,007.70
Organizational Assessments	\$10,015.40	10%	\$5,007.70			\$0.00	\$10,015.40
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$10,015.40	10%	\$10,015.40			\$0.00	\$10,015.40
50% of ALL outputs met	\$10,015.40	10%	\$10,015.40			\$0.00	\$10,015.40
75% of ALL outputs met	\$10,015.40	10%	\$10,015.40			\$0.00	\$10,015.40
TOTAL	\$100,154.00	100%		\$0.00	\$0.00	\$0.00	\$100,154.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____					
Date prepared: _____		City of Tacoma Accountant: _____					
Director's signature: _____		City of Tacoma Management: _____					

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
-----------------	-------------------------------	------

2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Consejo Counseling & Referral Service**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$207,972.00** (two hundred seven thousand nine hundred seventy two dollars and zero cents) from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of

Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Jaime Garcia Executive Director 3808 S Angeline Street Seattle, WA 98118
Phone: 253.591.5125	Phone: 206.461.4880
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: jgarcia@consejocounseling.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the

CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C.** It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A.** Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B.** Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.

- C. The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- D. Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A. The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women's business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR'S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other

disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or

financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F. The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A. CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B. CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S

Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document

identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the

Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

- D. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act

(HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.

- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.
- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to

protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

- E. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

CONSEJO COUNSELING AND REFERRAL SERVICE

T.C. Broadnax
City Manager

Authorized Representative of
Consejo Counseling and Referral Service

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

3808 S Angeline Street
Seattle, WA 98118

Andrew Cherullo
Finance Director

Tax Identification Number: 91-1021247
UBI Number: 600287044

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

SCOPE AND SCHEDULE OF WORK 2017-2018 GENERAL FUND

Consejo Counseling and Referral Service Behavioral Health Program

Scope of Service:

Consejo Counseling and Referral Service will conduct a program designed to meet the priority and goal of *Homelessness Services: Behavioral health supportive services and treatment* and criteria identified in the City of Tacoma's Issue Statement for Homelessness and Household Stability.. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

Human & Social Needs:

- Improve services to youth and vulnerable populations (2B)

Consejo's Pierce County Behavioral Health Program operates a culturally competent and decentralized model of service that works to provide residents of Pierce County that are struggling with mental health and/or substance abuse disorders the opportunity to receive the treatment they need to live at their highest level of functioning and stability. We use a strengths-based approach that builds on the interests and positive aspects of each our clients. We also utilize individualized treatment plans that are created by the clinician and the client working together so that they are tailored to the specific client needs and issues.

Consejo's Pierce County Behavioral Health Program operates a culturally competent and decentralized model of service that works to provide residents of Pierce County that are struggling with mental health and/or substance abuse disorders the opportunity to receive the treatment they need to live at their highest level of functioning and stability. We use a strengths-based approach that builds on the interests and positive aspects of each our clients. We also utilize individualized treatment plans that are created by the clinician and the client working together so that they are tailored to the specific client needs and issues. Through our use of agency vans and a mobile staff that goes out into the community to serve the clients we are able increase access to care by removing transportation barriers. We also strive to coordinate our services whenever possible with other service providers, so as to connect our clients to resources that they need to thrive.

The first activity in the program is the screening, which is an informal opportunity for the client to be connected with the resources that she or he may require to overcome their barriers to self-sufficiency. At the screening the client will meet with the therapist and

discuss the aspects of their current situation from which the therapist will assess whether or not the client needs mental health counseling, substance abuse treatment, case management services, or referrals. For the client's benefit and ease of access, screenings can take place over the phone, at either our Tacoma office, The REACH Center, or at another location in the community.

If the clinician determines that the client requires mental health or substance use disorder services, then the clinician will schedule with the client to complete an in person intake assessment. The assessment is usually completed at the Consejo Tacoma Office and we are able to provide transportation if necessary. During the intake the therapist and client work together to create an individualized treatment plan that will include the personal goals of the client, the schedule of counseling sessions, and the standard client rights during treatment. If the client requires co-occurring substance use disorder and mental health treatment then both intakes can be set to occur on the same day, so as to speed access to treatment.

The exact services provided and the rate of delivery is tailored to each client, because counseling and case management are set to meet their individual needs. Counseling formats will be adjusted and based upon the goals expressed by the client, which can mean that counseling can occur in a one-on-one setting, include the family and friends of client, and/or in a group counseling session. On average, clients will receive treatment services once a week for an hour. Regular sessions can be provided at our office, The REACH Center, schools, or other location in the community that best serves the client's needs.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding):

Location of service delivery: Consejo's Tacoma Office (when required), The REACH Center, schools, or other location in the community that best serves the client's needs.

Time of service: 1 day a week, from 10am – 4:30pm

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding

Income level: [Low Income]

Service area: [County-wide]

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	30	30
Total unduplicated number of residents served	150	150

regardless of residence		
Service-related outputs Reported based on a duplicated count of actual services provided each month		
Service-related Output 1	30	30
Service-related Output 2 (if applicable) (Informational output for shelters to track turnaways required)	30	30

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Consejo Counseling and Referral Service** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel	\$69,592	\$69,592	\$139,184
Direct Service Staff (1 FTE)	\$60,185	\$60,185	\$120,370
Mental Health Clinical Supervisor (1)	\$9,407	\$9,407	\$18,814
Non-personnel	\$34,394	\$34,394	\$68,788
Space	\$3,797	\$3,797	\$7,594
Communications	\$1,305	\$1,305	\$2,610
Consumable Supplies	\$1,856	\$1,856	\$3,712
Travel	\$930	\$930	\$1,860
Equipment	\$954	\$954	\$1,908
General Operating Expenses	\$7,030	\$7,030	\$14,060
Amortization & Deprecation	\$5,135	\$5,135	\$10,270
Indirect	\$13,387	\$13,387	\$26,774
Total	\$103,986	\$103,986	\$207,972

EXHIBIT B
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD Homelessness & Household Stability							
Project: Behavioral Health							
Operating Agency: Consejo Counseling and Referral Service							
Project Term: January 1, 2017 through December 31, 2017							
City Umbrella Dept: NEIGHBORHOOD & COMM. SERVICES		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Consejo Counseling and Referral Service							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$51,993.00	50%	\$4,332.75			\$0.00	\$51,993.00
Systems & Collaboration	\$5,199.30	5%	\$1,299.83			\$0.00	\$5,199.30
Organizational Assessments	\$10,398.60	10%	\$5,199.30			\$0.00	\$10,398.60
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$10,398.60	10%	\$10,398.60			\$0.00	\$10,398.60
50% of ALL outputs met	\$10,398.60	10%	\$10,398.60			\$0.00	\$10,398.60
75% of ALL outputs met	\$10,398.60	10%	\$10,398.60			\$0.00	\$10,398.60
TOTAL	\$103,986.00	100%		\$0.00	\$0.00	\$0.00	\$103,986.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____					
Date prepared: _____		City of Tacoma Accountant: _____					
Director's signature: _____		City of Tacoma Management: _____					

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
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2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Greater Lakes Mental Health**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$700,000.00** (seven hundred thousand dollars and zero cents) from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure,

most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Terri Card Executive Director 9330 59 th Ave SW Lakewood, WA 98499
Phone: 253.591.5125	Phone: 253.581.7020
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: terric@glmhc.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the

CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C. It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A. Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B. Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.

- C. The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- D. Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A. The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women's business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR'S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other

disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or

financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F.** The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B.** CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S

Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document

identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the

Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

- D. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act

(HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.

- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.
- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to

protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

- E. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

GREATER LAKES MENTAL HEALTH

T.C. Broadnax
City Manager

Authorized Representative of
Greater Lakes Mental Health

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

9330 59th Ave SW
Lakewood, WA 98499

Andrew Cherullo
Finance Director

Tax Identification Number: 91-6064184
UBI Number: 600180154

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A-1

SCOPE AND SCHEDULE OF WORK 2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

Greater Lakes Mental Health Housing First Chronic Homeless Project

Scope of Service:

Greater Lakes Mental Health (GLMH) will conduct a program designed to meet the priority and goal of ***Reduce Chronic Homelessness: Support innovative programming designed to ensure chronically homeless individuals, once housed, remain housed*** and criteria established in the City of Tacoma's Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

Human and Social Needs

- Increase Housing Security
- Improve services for youth and vulnerable populations

GLMH's Housing First Chronic Homeless Project provides timely access to housing for qualified chronically homeless persons referred by the City or its designee. The program supports the City of Tacoma's "Housing First" Homeless Initiative, which began in 2006 with the elimination of the homeless encampment areas that posed serious public health and safety concerns for those living in and around those areas. The target population has since been expanded to include un-housed, chronically homeless individuals living in other prominent, visible portions of the City.

"Housing First" is an approach that centers on rapidly housing homeless persons and then providing other services as needed to stabilize the household. The "Housing First" approach is differentiated from other strategies in that there is an immediate and primary focus on helping residents quickly access and sustain permanent housing. Key "Housing First" components include:

- A focus on helping individuals access and sustain permanent (not time limited) rental housing as quickly as possible;
- Flexible, tailored services (time-limited or long-term, depending upon individual need) to promote housing stability and individual well-being;
- A service model in which housing is not contingent upon compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.

GLMH's housing units are scattered among apartment buildings in Tacoma and in surrounding areas in Pierce County. GLMH leases apartments from private landlords and makes them available to eligible clients or the lease can be held in the eligible

client's name. The residents live among the general population to give them the opportunity to gain stability while living successfully within the community. Program staff is on site regularly to address any issues that arise.

For each resident, an individualized service plan is developed and implemented to address unique needs and build on client strengths. Case management staff provide on-site support (at the client's home) to assist in areas that are critical to maintaining housing, including budgeting/money management, shopping, cleaning, problem solving and conflict resolution. In addition, staff provide referrals/linkage to other services, such as life skills training, health care, educational and employment services, mental health treatment, alcohol and drug services, and government benefits (Social Security, VA, food stamps, Medicaid, etc.).

GLMH has a total of 18 Housing First units dedicated to City of Tacoma residents, 8 of which are funded by the City of Tacoma.

GLMH agrees to abide by all standards established by the City of Tacoma in the Housing First Policies/Procedures manual.

Location of service delivery: Scattered site apartment units in Tacoma/Pierce County

Time of service: Business hours Monday-Friday (8:00am-4:30pm)

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(2) Chronically homeless individuals and/or individuals living in homeless encampments
(3) Persons with disabilities

Income level: Low income

Service area: Countywide

Annual Outputs

Annual Outputs	2017	2018
Clients Served		
Total unduplicated number of Tacoma residents served	9	9
Service-related outputs [Reported based on a count of actual services provided each month]		
Number of City-funded units occupied	8	8
Hours of case management [1 hour per month x 12 months x 15 clients plus 2 hours per month x 12 months x 5 GLMH enrolled clients]	300	300

Number of face-to-face contacts [1 weekly contact x 18 clients x 50 weeks]	900	900
Number of service connections [Estimated at 8 of the 19 clients having 1 service connection]	8	8
Auxiliary outputs [informational only—no annual goal; will be reported on a monthly basis]		
Number of referrals accepted into the program		
Number of persons exiting the program		

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. Community Youth Services will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Memorandum(s) of Understanding:

The City of Tacoma has created a coordinated and comprehensive system of care for individuals struggling with mental health and/or chemical dependency and funded under the .1% mental health chemical dependency sales tax revenue fund. The City of Tacoma requires Contractor to formalize its letter of support and enter into a memorandum of understanding (or Agency Agreement) with the following agency/program:

MOU/Agency Agreement: TBD

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need

for programs to have a consistent revenue stream. Sixty (60%) of the budget will be distributed equally over the course of the contract period (2.5% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, as defined in Exhibit "B". Upon completion of each deliverable, the program will be compensated.

In lieu of the cost reimbursement structure used in past contracts, the program will submit quarterly reports showing actual program expenses year-to-date. Program will also submit quarterly reports on all occupied units, including address of each unit, number of occupants, and household income (source and amount). These reports may be submitted electronically via e-mail and will be in addition to the monthly reporting of program outputs through e-C Impact. Reports must be received by the following deadlines, which are aligned with the billing due dates for the 3rd month of each quarter:

Quarter	Due Date
1	April 15 th
2	July 15 th
3	Oct 15 th
4	Jan 8 th

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel	\$19,400	\$20,176	\$39,576
Case Manager 1 FTE Team Lead .25 FTE			
Non-personnel	\$92,570	\$96,274	\$188,844
Client Support – leasing costs (rent, utilities, security deposits)	\$77,340	\$80,434	\$157,774
Client Support-Staff (Communications & Mileage)	\$838	\$872	\$1,710
Client Support (bus passes, screening fees, furniture)	\$1,045	\$1,087	\$2,132
General Operating	\$10,179	\$10,586	\$20,765
Risk Pool	\$3,168	\$3,295	\$6,463
Total	\$111,970	\$116,449	\$228,420

EXHIBIT A-2

SCOPE AND SCHEDULE OF WORK 2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND Greater Lakes Mental Health Foundation, Inc.

Forensic Programs Community Re-Entry, FACT & Jail Transition Services

Scope of Service:

Greater Lakes Mental Health (GLMH) will conduct a program designed to meet the priority *of Jail and Hospital Diversion and goal of expanding programs that reach out to and engage individuals leaving hospitals, jails or crisis facilities* established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

Human Services & Social Needs:

- Increase Housing Security
- Improve services for youth and vulnerable populations

Forensic Programs:

The Community Re-Entry Program provides outreach, engagement, and intensive case-management and treatment services to 50 individuals with Behavioral Health Diagnoses who have been incarcerated in the Pierce County Jail.

Felony Assertive Community Treatment: The FACT Team is the Service component of the Mental Health Court in Pierce County. The FACT Team is a person centered, wellness/recovery-oriented, self-contained mental health delivery model that utilizes a multi-disciplinary health team approach in order to provide comprehensive services to individuals with severe and persistent mental health and co-occurring conditions. Services are available and provided twenty-four (24) hours per day, seven (7) days a week, and 365 days a year. FACT places a special emphasis on securing housing, substance abuse treatment, employment and elimination of contact with law enforcement

Jail Transition Services: The Jail Transition Team (JTS) provides services to individuals with mental health and co-occurring diagnoses and are incarcerated at the Pierce County Jail. Team members assist individuals to obtain medical and financial benefits and provide linkages to mental health and other needed services. The jail transition team includes an MHP who is stationed at the jail, as well as a case manager and peer case manager who visit the jail and assist clients in the community. Team members provide transportation upon release and transportation to DSHS, SSA and other appointments as needed. JTS also assists in locating transitional housing.

The Forensic teams will offer housing support services for clients by offering six transitional beds to be used for 8 months or less for stabilization of clients while seeking out more permanent housing.

The permanent housing support funded by the City of Tacoma under this contract will allow a minimum total of 20 individuals to receive rent subsidies in an average amount of \$650.00 per month.

Forensic Program staff is required to dedicate a staff person who will participate in the City's monthly MHSUD Collaboration meeting held the third Tuesday of each month from 9:00 a.m. – 11:00 a.m. at Tacoma Police Headquarters.

Location of service delivery: Scattered apartment sites throughout Pierce County

Time of service: Community Re-Entry services provided 24/7
FACT: Services provided 24/7

Jail Transition Services: Business hours Monday-Friday (8:00am-4:30pm)

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this Funding (or arrested 3+ times by TPD)
 (2) Individuals with behavioral health diagnosis who are also involved in criminal justice system
 (3) Emphasis serving individuals with COD

Income level: Low Income (Uninsured or Underinsured)

Service area: City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Clients Served		
Total unduplicated number of Tacoma residents served	30	30
Service-related outputs [Reported based on a count of actual services provided each month]		
Rental Assistance – 6 Transition Beds plus 20 Permanent housing	26	26
Hours of Case Management for all client served regardless of residence (6.0 hours per month x 73 clients x 12 months)	5,256	5,256

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **Greater Lakes Mental Health** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Memorandum(s) of Understanding:

The City of Tacoma has created a coordinated and comprehensive system of care for individuals struggling with mental health and/or chemical dependency and funded under the .1% mental health chemical dependency sales tax revenue fund. The City of Tacoma requires Contractor to formalize its letter of support and enter into a memorandum of understanding (or Agency Agreement) with the following agency/program:

MOU/Agency Agreement: TBD (by January 31, 2017)

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Cost Reimbursement

Contract payment is on a cost reimbursement basis. The program will be reimbursed for costs incurred during the contract period, to the extent that these costs fit within budgeted line items prescribed by the contract. Reimbursement requests must be submitted to the CITY after allowable costs have been incurred. Back-up documentation is necessary when requesting reimbursement in order to verify program expenses.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Non-personnel			
Direct Services* (Rent/Utility Assistance etc)	\$184,800	\$192,192	\$376,992
Client Support (furniture & Screening Fees)	\$6,840	\$7,114	\$13,954
Risk Pool	\$8,520	\$8,861	\$17,381
General Operations	\$20,016	\$20,817	\$40,833
Total	\$220,176	\$228,983	\$449,160

***Direct Services are rental reimbursement, apartment set ups and moving expenses to set up new apartments.**

EXHIBIT B-1
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD							
Homelessness and Household Stability							
Project: Housing First							
Operating Agency: Greater Lakes Mental Health							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Greater Lakes Mental Health							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$55,985.00	50%	\$4,665.42	\$0.00	\$0.00	\$0.00	\$55,985.00
Systems & Collaboration	\$5,598.50	5%	\$1,399.63	\$0.00	\$0.00	\$0.00	\$5,598.50
Organizational Assessments	\$11,197.00	10%	\$5,598.50	\$0.00	\$0.00	\$0.00	\$11,197.00
TMHCD Compliance	\$10,000.00	5%	\$2,500.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$11,197.00	10%	\$11,197.00	\$0.00	\$0.00	\$0.00	\$11,197.00
50% of ALL outputs met	\$11,197.00	10%	\$11,197.00	\$0.00	\$0.00	\$0.00	\$11,197.00
75% of ALL outputs met	\$11,197.00	10%	\$11,197.00	\$0.00	\$0.00	\$0.00	\$11,197.00
TOTAL	\$111,970.00	100%		\$0.00	\$0.00	\$0.00	\$111,970.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____					
Date prepared: _____		City of Tacoma Accountant: _____					
Director's signature: _____		City of Tacoma Management: _____					

EXHIBIT B-2
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD Homelessness & Household Stability Cost Reimbursement					
Project: Forensic Programs		REIMBURSEMENT REQUEST			
Operating Agency: Greater Lakes Mental Health					
Project Term: January 1, 2017 through December 31, 2017					
City Umbrella Dept.: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)
Payment Number <u> {XX} </u>		Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (3+4)	Budget Remaining (2-5)
Payment to: Greater Lakes Mental Health					
Reimbursable costs through <u> {month} </u>					
(1)	(2)				
Budget Item	2017 Budget				
Non-Personnel					
Direct services (Rent/Utility Assistance, etc.)	\$184,800.00	\$0.00	\$0.00	\$0.00	\$184,800.00
Client Support (furniture & screening fees)	\$6,840.00	\$0.00	\$0.00	\$0.00	\$6,840.00
Risk Pool	\$8,520.00	\$0.00	\$0.00	\$0.00	\$8,520.00
General Operations	\$20,016.00	\$0.00	\$0.00	\$0.00	\$20,016.00
TOTAL	\$220,176.00	\$0.00	\$0.00	\$0.00	\$220,176.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and unpaid obligation against the City of Tacoma.					
**NOTE: Supporting financial documentation required for <u>all</u> requested reimbursement.					
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____			
Date Prepared: _____		City of Tacoma Accountant: _____			
Director's Signature: _____		City of Tacoma Management: _____			

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
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2017-18 MENTAL HEALTH SUBSTANCE USE DISORDER FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Metropolitan Development Council**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the Contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - a. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - b. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Minor changes in the scope, character or location of services, as well as other items in Exhibits A and B such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval via change order by designated CITY staff.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$1,075,819** (one million seventy five thousand eight hundred nineteen dollars and zero cents) from the CITY .1% Mental Health Substance Use Disorder fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:
 - 1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of

Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation, By-Laws, date of submittal of IRS Form 990 and insurance binder); and

2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly
System Development	See Exhibit A

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the CITY'S finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess,

and the CONTRACTOR shall have no claim against the CITY on account thereof.

- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no Workers' Compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants

rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY'S request, the CONTRACTOR shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the Contract.
- D. IRS Compliance. All of the CONTRACTOR'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR'S fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.
- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Mark Pereboom Executive Director 721 S Fawcett, Suite 201 Tacoma, WA 98402
Phone: 253.591.5125	Phone: 253.591.0113
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: mpereboom@mdc-tacoma.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY'S own reasons and without cause due to the CONTRACTOR'S actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the

CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least fifteen (15) calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A. By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B. By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by CITY ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was the subject of mutual negotiation.
- C. It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations, or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course of performance of the services specified herein, CONTRACTOR shall maintain the following insurance coverage and completed work:

- A. Commercial General Liability -- \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The City of Tacoma shall be included as an additional insured using Insurance Services Office from CG2026 (04-13) or the equivalent.
- B. Commercial Automobile Liability (ISO form CA 0001 or its equivalent) \$1,000,000 each accident for bodily injury and property damage.

- C. The CONTRACTOR shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- D. Commercial General Liability and Automobile public liability and property damage shall have a cross liability or separation of insureds clause.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days' written notice given to the CITY.

The CONTRACTOR shall keep this insurance in force during the entire term of the Contract and for thirty (30) days after completion of all work required by the Contract, unless otherwise provided herein.

In the event CONTRACTOR shall utilize employees to perform services hereunder, CONTRACTOR shall also maintain Workers' Compensation insurance for the statutory limits. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker.)

The CITY reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The liability insurance policies required by this section shall contain a "severability of insureds," "separation of interest," or "cross liability" provision. The Commercial General Liability policy shall include an endorsement or designation acceptable to the CITY naming the CITY as an additional insured and stating that coverage under such policy is primary and non-contributory over any insurance or self-insurance the CITY may have for any and all on-going and completed work performed with the CITY.

14. Nondiscrimination

- A. The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and CITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap, or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

- B.** The CONTRACTOR agrees to support the CITY'S vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status, or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.
- D.** Age Discrimination/Disability. The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E.** M/WBE. The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women's business enterprises.
- F.** CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the CONTRACTOR'S expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other

disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color by **December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves by **December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by **December 31, 2018**. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by CITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and CITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or

financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- F.** The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities, or Discrimination

The CONTRACTOR expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B.** CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the CITY'S

Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, CONTRACTORS will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.
- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR'S obligation to comply with reporting obligations.

22. Community Information and Referral

- A.** All CONTRACTORS will submit general program service information to the United Way of Pierce County for inclusion in the South Sound 2-1-1 database. Annually, on January 31st, CONTRACTORS will submit updated program information to the CITY to be bundled and passed on to United Way so that information in the database remains current. Updated information will be submitted on a form provided by the CITY.
- B.** All CONTRACTORS will participate in CITY-sponsored training about the 2-1-1 database at least once during the contract period. CONTRACTORS will be given tools to share information about the database with clients and the community.

23. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document

identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

24. City Ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

25. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the

Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

26. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR'S employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR'S performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

- D. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.
- H. The CITY agrees to comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements, as outlined below, in the collection of confidential data consistent with the funding of mental health and substance use disorder services under the CITY's .1% Mental Health Substance Use Disorder funds.

Additionally, the CITY requires Lightstone Data, LLC., the CITY's Database contractor and developer of the CITY's MHSUD Database System (TMHCD), to comply with all HIPAA requirements in the collection and maintenance of confidential data pursuant to services provided under the CITY's .1% Mental Health Substance Use Disorder funds.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the CONTRACTOR

- i. The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act

(HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

- ii. The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- iii. Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- iv. The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- v. The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.

- vi. The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.
- vii. The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.
- viii. The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- ix. The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Tacoma, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- x. The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

B. Permitted Uses and Disclosures by Business Associate

The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Tacoma as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Tacoma.

C. Effect of Termination

- i. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the CITY. This provision shall apply to

protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.

- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

28. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

29. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

- E. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises, and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract.** The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of CONTRACTOR.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

METROPOLITAN DEVELOPMENT COUNCIL

T.C. Broadnax
City Manager

Authorized Representative of
Metropolitan Development Council

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

721 S Fawcett, Suite 201
Tacoma, WA 98402

Andrew Cherullo
Finance Director

Tax Identification Number: 91-0780533
UBI Number: 600528267

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A-1

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDER

Metropolitan Development Council Shelter/COD Treatment Program

Scope of Service:

METROPOLITAN DEVELOPMENT COUNCIL “hereinafter **Contractor**” will conduct a program designed to meet the priority of ***Community Based Care: Meet the needs of Tacoma citizens struggling with co-occurring disorders (mental illness and substance use) and/or dually diagnosed (co-occurring intellectual and developmental disabilities (IDD) and a mental illness*** and criteria identified in the City of Tacoma’s Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma’s Vision 2025 Priorities

Human and Social Needs

- Increase Housing Security
- Improve services for youth and vulnerable populations

Nativity Shelter/COD Treatment Program is a program that will provide integrated mental health and substance use disorder services in the Nativity House located at 1411 South Yakima Avenue, Tacoma, and at the location of Behavioral Health and Recovery located at 721 Fawcett, Tacoma. Co-occurring Disorder staff will be on-site, in close collaboration with Nativity House staff, to offer brief screening and assessment to determine service needs. This program intends to assist underserved individuals in connecting to mental health, co-occurring, or chemical dependency services depending on need. Assessment and treatment will be provided to individuals who are not covered with insurance or where the Medicaid system is not adequately providing for their needs. Access to care may include services at Tacoma Detox, placement into inpatient treatment, referrals to OptumHealth Pierce funded providers (where evidence of funding is present), as well as participation in MDC’s Healthcare for the Homeless services consisting of primary care, dental, and psychiatric medication management. Staff working for MDC will work as a team with Nativity House staff to engage and assess clients with the goal of solid connection to services.

Metropolitan Development Council staff is required to dedicate a staff person who will participate in the City’s monthly MHSUD Collaboration meeting held the third Tuesday of each month from 9:00 a.m. – 11:00 a.m. at Tacoma Police Headquarters.

Location of service delivery: Nativity House located at 1411 South Yakima Avenue, Tacoma and 721 Fawcett, Suite 201, Tacoma, WA 98402

Time of service: 9:00 – 5:00 p.m. M-F
(Eve. & weekend as determined*)

***Note – MDC and Nativity House staff will work together to determine peak engagement times. Staff schedules will be coordinated to maximize engagement efforts.**

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(2) Individuals with Mental Health, Co-Occurring, or Substance Use Disorders
(3) Uninsured or Underserved

Income level: Low Income

Service area: City of Tacoma ONLY

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served		
Total unduplicated number of clients served regardless of residence		
Total unduplicated number of City of Tacoma Shelter participants screened for COD Treatment	152	152
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
# of Individuals that receive complete COD Assessment and subsequent treatment	76	76
Number of Direct Service hours provided to City of Tacoma shelter clients receiving COD treatment by MDC	3378	3378

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. Community Youth Services will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Memorandum(s) of Understanding:

The City of Tacoma has created a coordinated and comprehensive system of care for individuals struggling with mental health and/or chemical dependency and funded under the .1% mental health chemical dependency sales tax revenue fund. The City of Tacoma requires Contractor to formalize its letter of support and enter into a memorandum of understanding (or Agency Agreement) with the following

MOU/Agency Agreement: Catholic Community Services

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, as defined in Exhibit “C”. The program will be compensated upon completion of each deliverable.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel (specify FTE/Position)	\$221,523.02	\$221,523.02	\$443,046.04
Administrative Staff .35 FTE	\$28,378.41	\$28,378.41	\$56,756.82
Direct Service Staff 3.00 FTE	\$193,144.61	\$193,144.61	\$386,289.22
Total FTE 3.35			
Non-personnel	\$105,556.98	\$105,556.98	\$211,113.96
Communications and Travel	\$8,501.03	\$8,501.03	\$17,002.06

Consumables	\$2,217.16	\$2,217.16	\$4,434.32
Training and Education	\$7,459.37	\$7,459.37	\$14,918.74
General Operating – Indirect Admin.	\$27,898.00	\$27,898.00	\$55,796.00
Other – Insurance and Licensing fees	\$1,761.42	\$1,761.42	\$3,522.84
Space	\$9,620.00	\$9,620.00	\$19,240.00
Housing Support	\$48,100.00	\$48,100.00	\$96,200.00
Total	\$327,080.00	\$327,080.00	\$654,160.00

EXHIBIT A-2

SCOPE AND SCHEDULE OF WORK 2017-2018 MENTAL HEALTH SUBSTANCE USE DISORDER

Metropolitan Development Council Young Adult Permanent Supportive Housing

Scope of Service:

Metropolitan Development Council will conduct a program designed to meet the priority and goal of *Homelessness Services: solutions to eliminate street homelessness; solutions to housing youth and young adults* and criteria identified in the City of Tacoma's Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

Human and Social Needs

- Increase Housing Security
- Improve services for youth and vulnerable populations

Metropolitan Development Council Young Adult Permanent Supportive Housing

will provide permanent, supportive housing to young adults between the ages of 18 -24, that are struggling to stay housed, are in recovery from substance use or are currently accessing substances use services or express and interest in substance use services.

The Housing facility has 15 studio apartments, three offices, a conference room, a community living room and a community kitchen (each unit has its own kitchenette as well and bathroom) are available. Entrance into the program will be screened and referred by the coordinated entry for the youth and young adult homelessness system.

The housing is permanent, in that it is not time-limited, but the goal will be to help each individual tenant eventually move to other non-supported permanent housing. While it is not "Housing First" housing, it is not contingent upon acceptance of any particular service. Although the housing program is intended as a "clean and sober" environment, tenants will not be evicted for substance use as a matter of routine. The model is one in which individuals will be assigned a Clinical Case Manager (CCM). The ratio will be one full-time CCM for 15 tenants. The CCM's role will be to help individuals navigate the necessary services to get their lives in order and begin work toward no longer need services associated with homelessness.

All tenants will be offered medical and behavioral health services at no cost to them (from MDC's existing services in medical, mental health, and substance use treatment). All tenants will be offered access to educational services- including high school completion, GED preparation, or entry into a degree or training program as appropriate. For individuals who wish to go directly to work with any educational service package,

they will be assisted by MDC's employment program at no cost to them. The employment program as multiple tiers to assist individuals who may just need a connection to the right job, or who need resume and job interviewing skills, to those who may need support every step of the way, including after being placed on the job (supported employment). MDC recently moved to this "Clinical Case Management" model to ensure that all services are tailored to the unique needs of each individual served. Clinical Case Managers have degrees in counseling, psychology, or social work related fields. The CCM assigned to this project will be a Licensed Chemical Dependency Professional to ensure that there is deep understanding of the needs of this population. Peer counselors will be used to provide coverage in the evenings (7 days/week), due to the age of the population, and will work under the direction of the CCM

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding):

Location of service delivery: 721 S. Fawcett Avenue, Tacoma, WA

Time of service: 27/7

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(2) Unaccompanied Young Adults 18 – 24 years old

Income level: [Low Income]

Service area: [County-wide]

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	15	15
Total unduplicated number of residents served regardless of residence	15	15
Service-related outputs - Reported based on a duplicated count of actual services provided each month		
Number of Client Completing Program	15	15
Service-related Output 2 (if applicable) (Informational output for shelters to track turnaways required)		

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **Metropolitan Development Council**

will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017
Personnel	\$132,990
Direct Service Staff	\$132,990
Non-personnel	\$76,262
Space	\$12,000
Communications	\$5,400
Equipment	\$6,000
Client Support	\$18,000
General Operating	\$28,862
Staff Training	\$6,000
Total	\$209,252

EXHIBIT B-1
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND
2017 MHSUD
Homelessness & Household Stability

Project: Shelter COD Treatment, Young Adult Permanent Supportive Housing		ROLL UP - PROJECT REIMBURSEMENT						
Operating Agency: Metropolitan Development Council								
Project Term: <u>January 1, 2017 through December 31, 2017</u>								
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)	
Payment Request Number:		%	of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Metropolitan Development Council								
Reimbursable costs through:								
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$268,166.00	50%	\$22,347.17			\$0.00	\$268,166.00	
Systems & Collaboration	\$26,816.60	5%	\$6,704.15			\$0.00	\$26,816.60	
Organizational Assessments	\$53,633.20	10%	\$26,816.60			\$0.00	\$53,633.20	
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00	
Output Performance Payment Points								
25% of ALL outputs met	\$53,633.20	10%	\$53,633.20			\$0.00	\$53,633.20	
50% of ALL outputs met	\$53,633.20	10%	\$53,633.20			\$0.00	\$53,633.20	
75% of ALL outputs met	\$53,633.20	10%	\$53,633.20			\$0.00	\$53,633.20	
TOTAL	\$536,332.00	100%		\$0.00	\$0.00	\$0.00	\$536,332.00	
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.								
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____						
Date prepared: _____		City of Tacoma Accountant: _____						
Director's signature: _____		City of Tacoma Management: _____						

EXHIBIT B-2
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND
2017 MHSUD
Homelessness & Household Stability

Project: Shelter COD Treatment		PROJECT REIMBURSEMENT					
Operating Agency: Metropolitan Development Council							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Metropolitan Development Council							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$163,540.00	50%	\$13,628.33			\$0.00	\$163,540.00
Systems & Collaboration	\$16,354.00	5%	\$4,088.50			\$0.00	\$16,354.00
Organizational Assessments	\$32,708.00	10%	\$16,354.00			\$0.00	\$32,708.00
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$32,708.00	10%	\$32,708.00			\$0.00	\$32,708.00
50% of ALL outputs met	\$32,708.00	10%	\$32,708.00			\$0.00	\$32,708.00
75% of ALL outputs met	\$32,708.00	10%	\$32,708.00			\$0.00	\$32,708.00
TOTAL	\$327,080.00	100%		\$0.00	\$0.00	\$0.00	\$327,080.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____					
Date prepared: _____		City of Tacoma Accountant: _____					
Director's signature: _____		City of Tacoma Management: _____					

EXHIBIT B-3
Project Reimbursement Request
2017 MENTAL HEALTH SUBSTANCE USE DISORDER FUND

2017 MHSUD Homelessness & Household Stability							
Project: Young Adult Permanent Supportive Housing		PROJECT REIMBURSEMENT					
Operating Agency: Metropolitan Development Council							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: Metropolitan Development Council							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$104,626.00	50%	\$8,718.83			\$0.00	\$104,626.00
Systems & Collaboration	\$10,462.60	5%	\$2,615.65			\$0.00	\$10,462.60
Organizational Assessments	\$20,925.20	10%	\$10,462.60			\$0.00	\$20,925.20
TMHCD Compliance	\$10,000.00	5%	\$2,500.00			\$0.00	\$10,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$20,925.20	10%	\$20,925.20			\$0.00	\$20,925.20
50% of ALL outputs met	\$20,925.20	10%	\$20,925.20			\$0.00	\$20,925.20
75% of ALL outputs met	\$20,925.20	10%	\$20,925.20			\$0.00	\$20,925.20
TOTAL	\$209,252.00	100%		\$0.00	\$0.00	\$0.00	\$209,252.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____					
Date prepared: _____		City of Tacoma Accountant: _____					
Director's signature: _____		City of Tacoma Management: _____					

EXHIBIT C

Contractor Agreement on Nondisclosure of Confidential Information
This form is for contractors and other non-City employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the City of Tacoma granting me access to City property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use City systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share City system passwords with anyone or allow others to use the City systems logged in as me.
7. Will not distribute, transfer, or otherwise share any City software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the City.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-City employee who has access to Confidential Information, and updated at least annually. Provide the non-City employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPER NAME	NON-CITY EMPLOYEE'S SIGNATURE	DATE
------------------	-------------------------------	------

2017-18 GENERAL FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Catholic Community Services SW**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit "A" attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit "A".
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - 1. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - 2. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Material changes in the scope, character or location of services, as well as other items in Exhibits A and B, such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval by the CITY Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

- F. In March, 2011, the City of Tacoma adopted Ordinance 28057 authorizing a 0.1% sales tax to support mental health treatment, chemical dependency treatment, therapeutic court(s), and housing for those receiving treatment. Governed by RCW 82.14.460, the tax may be used to supplant existing funding. Contracts evaluated and deemed appropriate for funding under the mental health dollars will be subject to additional outcome measurements reflecting effectiveness of programming in support of RCW 82.14.460.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$272,233.00 (two hundred seventy two thousand two hundred thirty three dollars and zero cents)** from the General Fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid

upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:

1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation By-Laws, date of submittal of IRS Form 990 and insurance binder); and
2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the City's finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.
- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY's request, the CONTRACTOR shall make available to CITY all accounts, records and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the contract.
- D. IRS Compliance. All of the CONTRACTOR's audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR's fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.

- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.
- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Denny Hunthausen Executive Director 1323 S Yakima Avenue Tacoma, WA 98405
Phone: 253.591.5225	Phone: 253.383.3697
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: dennyh@ccsww.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred

due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.

- C.** If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least 15 calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.
- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or

- subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A.** By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B.** By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees

imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.

- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A. Workers' Compensation and employer's liability --statutory limits.

- B.** Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C.** Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.
- D.** Professional liability or errors and omissions -- \$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY's vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the

facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities

- D. Age Discrimination/Disability - The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
 - E. M/WBE - The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
 - F. CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the contractor’s expense.
15. Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the

CONTRACTOR.Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma’s Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. **By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma’s Human Services Department.
- B. Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color **by December 31, 2017**.

- C. Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves **by December 31, 2018**.
- D. Develop and implement action steps prompted by Equity Assessments and Measures by December 31, 2018. See Exhibit A Scope of Work

16. Conflict of Interest

- A. No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B. The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- F.** The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities or Discrimination

The CONTRACTOR expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency.
- B.** CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the City's Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, contractors will be expected to follow guidelines

outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.

- B. The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR's obligation to comply with reporting obligations.

22. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

23. City ownership of Work/Rights in Data and Publications

- A. To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out, the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B. If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

24. Public Disclosure

- A. This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B. If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

25. Duty of Confidentiality

- A. The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic

mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.

- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E.** The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F.** This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G.** CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.

26. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

27. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification. Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

- I. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

CATHOLIC COMMUNITY SERVICES SW

T.C. Broadnax
City Manager

Authorized Representative of
Catholic Community Services SW

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

1323 S Yakima Avenue
Tacoma, WA 98405

Andrew Cherullo
Finance Director

Tax Identification Number: 911585652
UBI Number: 601098379

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A-1

SCOPE AND SCHEDULE OF WORK 2017-2018 GENERAL FUND

Catholic Community Services SW Family Housing Network

Scope of Service:

Catholic Community Services SW will conduct a program designed to meet the priority and goal of *Homelessness Services; solutions to eliminate street homelessness; shelter* and criteria established in the City of Tacoma's Issue Statement for Homelessness and Household Stability.. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

List T2025 Focus Area(s):

- Human & Social Needs: Increase Housing Security (2A)

Family Housing Network provides a continuum of services to homeless families with children under the age of 18, with the intent of increasing family stability and self-sufficiency and helping families become permanently housed. The components of the program are short-term shelter, long-term housing with supportive services, rapid re-housing, and homelessness prevention. Families needing shelter or housing are referred from Access Point for Housing, where they get screened for eligibility. Families admitted to the shelter have access to showers, laundry facilities, food, storage, phone service and an address at the FHN Day Center. Up to 5 families at a time may reside in the shelter. Children are sent to school or childcare during the day, and parents receive intensive (often daily) case management to move them towards employment or other activities to promote self-sufficiency. At night, families go to one of the rotating shelter sites—hosted by local churches and schools—where they are provided supper, overnight accommodations, and continental breakfast. Typical length of stay in the shelter is 3 months.

Rapid re-housing focuses on helping families quickly move out of homelessness into permanent housing, usually in the private market. Services include short-term (up to 3 months) or medium-term (3-24 months) rental assistance and case management that is tailored to the household's need. Rapid re-housing services are considered the first option for families in shelter as they move to permanent housing.

Families with the most complex needs are offered longer term supportive housing. The supportive housing component houses up to 71 families at a time without a pre-designated time limit. 38 of the units are owned by Catholic Community Services. Families pay approximately 30% of their income toward rent. All families receive case

management services at an intensity and duration tailored to their individual need until they attain the goal of stable permanent housing. Case Management typically focuses on employment, education, budgeting, parenting, household management, etc.

Employment navigation is provided to many FHN clients through a partnership with WorkForce Central, and employment readiness services are available to all FHN clients through the Suited for Success program, which includes interview skills workshops and a clothing boutique.

Family Housing Network also provides homeless prevention and rapid re-housing services (rental assistance and case management) to approximately 350 veterans in Pierce, King, Snohomish, Kitsap, and Thurston Counties. This assistance is provided for 3 to 5 months.

Family Housing Network provides Homeless Diversion services to Tacoma/Pierce County families in partnership with Associated Ministries and the Center for Dispute Resolution. These services provide immediate intervention to families when a housing crisis occurs to find potential alternatives to entering the homeless system (shelters) or having to wait on the Access Point for Housing placement roster. These alternatives may include staying with relatives or friends, or modest, one-time financial assistance to maintain or regain a housing situation.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 98

Location of service delivery: 5050 South Tacoma Way, Tacoma and various sites
Time of service: Standard office hours + on call staff
Duration of service: 24 hours per day, average of 2 months (Shelter); 24 hours a day, average of 2 years (Housing with supportive services), average of 6 months (Rapid Rehousing/Prevention)
Target group: (1) City of Tacoma residents only with this funding
 (2) Homeless families with children under 18 years of age
Income level: Low to no income
Service Area: Countywide

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	78	78
Total unduplicated number of residents served regardless of residence	145	145

Service-related outputs -Reported based on a duplicated count of actual services provided each month		
Number of bednights	4,410	4,410
*Service-related (Informational only) Number of Individuals turned away		

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Catholic Community Services** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel	\$34,000	\$34,000	\$68,000
Direct Service Staff	\$34,000	\$34,000	\$68,000
Non-personnel			
Total	\$34,000	\$34,000	\$68,000

EXHIBIT A-2

SCOPE AND SCHEDULE OF WORK 2017-2018 GENERAL FUND

Catholic Community Services Homeless Adult Services: Supportive Services

Scope of Service:

Catholic Community Services will conduct a program designed to meet the priority and goal of *Homelessness Services; solutions to eliminate street homelessness; shelter* and criteria established in the City of Tacoma's Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

- Human & Social Needs: Increase Housing Security (2A)

Homeless Adult Services provides housing and services to adults who are experiencing homelessness. The goal is to provide for the basic needs of adult individuals and offer concrete pathways to permanent housing and self-sufficiency. Program services are provided at the new Nativity House facility, which opened in December 2014. The new building combines the services previously offered at three separate program sites—Hospitality Kitchen, Nativity House, and Tacoma Avenue Shelter.

Services are provided 365 days per year and include hot meals, day shelter, overnight shelter, mental health and substance use disorder assessments and referrals, rapid re-housing, access to mainstream benefits such as Medicare and SSI, and job training.

The overnight shelter has 167 beds, serving up to 117 men and 50 women. Services are designed to not only meet the basic need for shelter, but to provide a safe and supportive environment in which clients can build relationships with staff and seek assistance in moving towards self-sufficiency. A therapeutic social worker is on staff to work with clients on securing employment and stable housing.

The Nativity House facility also includes 50 units of permanent supportive housing for chronically homeless adults with disabilities. Co-location of day shelter services, overnight shelter, and supportive services, including assessments for mental health, co-occurring disorder treatment, and rapid rehousing, is a significant benefit to the individuals served.

In keeping with system-wide efforts to reduce homelessness, the program coordinates with Access Point 4 Housing (Coordinated Entry) and will make it a priority during this contract period to utilize internal rapid re-housing resources as well as partner with

other rapid re-housing programs in order to find permanent housing for as many clients as possible

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 119

Location of service delivery: 1411 S Yakima Ave. in Tacoma, WA 98405
Time of service: Day Shelter: 7:00am to 5:00pm; 7 days per week
 Night Shelter: 5:00pm to 7:00am; 7 days per week
Duration of service: Year round
Target group: (1) City of Tacoma residents only with this funding
 (2) 18 years of age and older
 (3) Individuals experiencing homelessness
Income level: Low income
Service area: County-wide

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	119	119
Total unduplicated number of residents served regardless of residence	175	175
Service-related outputs -Reported based on a duplicated count of actual services provided each month		
Hours of Case Management	2,100	2,100
Clients completing a housing stability plan		
Number of bednights	6,120	6,120
*Service-related (Informational only) Number of Individuals turned away		

System Alignment

At the CITY’S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **Catholic Community Services** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency

Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel	\$92,116	\$92,116	\$184,232
Case manager (2 FTE)	\$92,116	\$92,116	
Non-personnel	\$10,000	\$10,000	\$20,000
Indirect Expense	\$10,000	\$10,000	
Total	\$102,116	\$102,116	\$204,233

**Exhibit B-1
Project Reimbursement Request
2017 GENERAL FUND**

2017 General Fund Homelessness & Household Stability							
Project: Family Housing Network, HAS Supportive Services Operating Agency: Catholic Community Services SW				ROLL UP - REIMBURSEMENT REQUEST			
Project Term: January 1, 2017 through December 31, 2017							
City Umbrella Dept: NEIGHBORHOOD & COMM. SERVICES							
Payment Request Number:							
Payment to: Catholic Community Services SW							
Reimbursable costs through:							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Item Budget	Budget	% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Program Costs Payment Point	\$68,058.00	50%	\$5,671.50			\$0.00	\$68,058.00
Systems & Collaboration	\$13,611.60	10%	\$3,402.90			\$0.00	\$13,611.60
Organizational Assessments	\$13,611.60	10%	\$6,805.80			\$0.00	\$13,611.60
Output Performance Payment Points							
25% of ALL outputs met	\$13,611.60	10%	\$13,611.60			\$0.00	\$13,611.60
50% of ALL outputs met	\$13,611.60	10%	\$13,611.60			\$0.00	\$13,611.60
75% of ALL outputs met	\$13,611.60	10%	\$13,611.60			\$0.00	\$13,611.60
TOTAL	\$136,116.00	100%		\$0.00	\$0.00	\$0.00	\$136,116.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by:	City of Tacoma Contract & Program Auditor:						
Date prepared:	City of Tacoma Accountant:						
Director's signature:	City of Tacoma Management:						

**Exhibit B-2
Project Reimbursement Request
2017 GENERAL FUND**

2017 General Fund Homelessness & Household Stability							
				REIMBURSEMENT REQUEST			
Project: Family Housing Network							
Operating Agency: Catholic Community Services SW							
Project Term: January 1, 2017 through December 31, 2017							
City Umbrella Dept: NEIGHBORHOOD & COMM. SERVICES							
Payment Request Number:							
Payment to: Catholic Community Services SW							
Reimbursable costs through:							
(1)				(2)			
Item Budget	Budget	(3)	(4)	(5)	(6)	(7)	(8)
Program Costs Payment Point	\$17,000.00	50%	\$1,416.67			\$0.00	\$17,000.00
Systems & Collaboration	\$3,400.00	10%	\$850.00			\$0.00	\$3,400.00
Organizational Assessments	\$3,400.00	10%	\$1,700.00			\$0.00	\$3,400.00
Output Performance Payment Points							
25% of ALL outputs met	\$3,400.00	10%	\$3,400.00			\$0.00	\$3,400.00
50% of ALL outputs met	\$3,400.00	10%	\$3,400.00			\$0.00	\$3,400.00
75% of ALL outputs met	\$3,400.00	10%	\$3,400.00			\$0.00	\$3,400.00
TOTAL	\$34,000.00	100%		\$0.00	\$0.00	\$0.00	\$34,000.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.							
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____					
Date prepared: _____		City of Tacoma Accountant: _____					
Director's signature: _____		City of Tacoma Management: _____					

**Exhibit B-3
Project Reimbursement Request
2017 GENERAL FUND**

		2017 General Fund		REIMBURSEMENT REQUEST					
		Homelessness & Household Stability							
Project: HAS Supportive Services									
Operating Agency: Catholic Community Services SW									
Project Term: January 1, 2017 through December 31, 2017									
City Umbrella Dept: NEIGHBORHOOD & COMM SERVICES									
Payment Request Number:									
Payment to: Catholic Community Services SW									
Reimbursable costs through:									
(1)		(2)		% of Contract					
Item Budget		Budget							
Program Costs Payment Point		\$51,058.00		50%		\$4,254.83			
Systems & Collaboration		\$10,211.60		10%		\$2,552.90			
Organizational Assessments		\$10,211.60		10%		\$5,105.80			
Output Performance Payment Points									
25% of ALL outputs met		\$10,211.60		10%		\$10,211.60			
50% of ALL outputs met		\$10,211.60		10%		\$10,211.60			
75% of ALL outputs met		\$10,211.60		10%		\$10,211.60			
TOTAL		\$102,116.00		100%		\$0.00		\$0.00	
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.									
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____							
Date prepared: _____		City of Tacoma Accountant: _____							
Director's signature: _____		City of Tacoma Management: _____							

2017-18 GENERAL FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Tacoma Housing Authority**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit A.
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - 1. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - 2. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Material changes in the scope, character or location of services, as well as other items in Exhibits A and B, such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval by the CITY Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

- F. In March, 2011, the City of Tacoma adopted Ordinance 28057 authorizing a 0.1% sales tax to support mental health treatment, chemical dependency treatment, therapeutic court(s), and housing for those receiving treatment. Governed by RCW 82.14.460, the tax may be used to supplant existing funding. Contracts evaluated and deemed appropriate for funding under the mental health dollars will be subject to additional outcome measurements reflecting effectiveness of programming in support of RCW 82.14.460.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$221,703.00 (two hundred twenty thousand seven hundred three dollars and zero cents)** from the General Fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed

and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:

1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation By-Laws, date of submittal of IRS Form 990 and insurance binder); and
2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the City's finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.
- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY's request, the CONTRACTOR shall make available to CITY all accounts, records and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the contract.
- D. **IRS Compliance.** All of the CONTRACTOR's audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the CONTRACTOR's fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.

- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.
- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Name of Executive Director Executive Director Address
Phone: 253.591.5225	Phone:
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail:

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable

expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.

- C.** If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least 15 calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.
- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.
- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or

- subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

H. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A.** By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or
- B.** By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees

imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.

- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A. Workers' Compensation and employer's liability --statutory limits.

- B.** Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C.** Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.
- D.** Professional liability or errors and omissions -- \$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY's vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the

facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities

- D. Age Discrimination/Disability - The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E. M/WBE - The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women's business enterprises.
- F. CONTRACTORS providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the contractor's expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma's Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. **By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B. Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color **by December 31, 2017**.

- C. Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves **by December 31, 2018**.
- D. Develop and implement action steps prompted by Equity Assessments and Measures by December 31, 2018. See Exhibit A Scope of Work

16. Conflict of Interest

- A. No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B. The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- F.** The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.
- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities or Discrimination

The CONTRACTOR expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency..
- B.** CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the City's Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, contractors will be expected to follow guidelines

outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.

- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR's obligation to comply with reporting obligations.

22. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

23. City ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out, the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B. If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

24. Public Disclosure

- A. This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B. If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

25. Duty of Confidentiality

- A. The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic

mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.

- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E.** The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F.** This Section shall survive for six (6) years after the termination or expiration of this Contract.
- G.** CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.

26. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

27. Miscellaneous Provisions

- A. Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- H. Modification. Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

- I. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

CONTRACTOR

T.C. Broadnax
City Manager

Authorized Representative of
CONTRACTOR

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

ADDRESS

Andrew Cherullo
Finance Director

Tax Identification Number: _____

UBI Number: _____

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

SCOPE AND SCHEDULE OF WORK 2017-2018 GENERAL FUND

Tacoma Housing Authority Elementary School Special Housing Program

Scope of Service:

Tacoma Housing Authority will conduct a program designed to meet the priority and goal of *Homelessness Services; Behavioral health supportive services and treatment*; and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

- Human & Social Needs: Increase housing security (2A)
- Human & Social Needs :Improve services to youth and vulnerable populations (2B)
- Human & Social Needs: Reduce Poverty (2C)
- Education & Learning: Close the education achievement gaps (4A)
- Education & Learning: Prepare people to succeed in Tacoma's Workforce (4B)

The Elementary School Special Housing program serves up to 50 low income homeless families (and families imminently at risk of homelessness) that have children enrolled at McCarver Elementary School. The program currently offers a 5 year, gradually diminishing, rental subsidy to families participating in the program. However, the main focus of the program is to support the educational success of the children by offering a stable housing option to reduce the risk of transiency.

The program provides intensive, highly individualized case management and linkages to supportive services that help families increase parental education and vocational preparation, increase their income and ultimately achieve housing self-sufficiency. The program also provides participating families with parenting education and support, and parent education on strategies to help their children succeed in school. These services are offered by program staff stationed at McCarver Elementary School. The program also requires at least two home visits per year.

The **Elementary School Special Housing** program uses a strengths based/tailored services framework to address the following:

- Residents are engaged during the case management process;
- Case workers maintain consistent, frequent contact with families;
- Highly individualized and tailored service plans are developed to meet the education, financial literacy, job preparation/search needs;

- Participant's successes are celebrated in public ways to inspire others in the program.

Supportive services such as: counseling, substance abuse treatment, and education and job development services are provided by partner agencies at their office locations, with transportation (bus tickets) provided by the program. The program also provides transportation to participants to reach extended learning opportunities during school breaks and summer vacations.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding):

Location of service delivery: McCarver Elementary School (2111 S. J Street)
Participant's homes

Time of service: Varies

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(2) Families of McCarver Elementary School students

Income level: Low income

Service area: City of Tacoma

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	50	50
Total unduplicated number of residents served regardless of residence	50	50
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Hours of Case Management [24 hours per week x 50 weeks x 2 case managers]	2400	2400
Number of referrals/resource connections	35	32

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **Tacoma Housing Authority** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and

Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
Direct Service Staff (1.32 FTE)	\$92,252	\$92,251	\$184,503
Non-personnel			
Behavioral Health Assessments/Counseling Services	\$6,000	\$6,000	\$12,000
Behavioral Health Parenting Classes	\$12,600	\$12,600	\$25,200
Total	\$110,852	\$110,851	\$221,703

2017-18 GENERAL FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **The Rescue Mission**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit "A" attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit "A".
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - 1. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - 2. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Material changes in the scope, character or location of services, as well as other items in Exhibits A and B, such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval by the CITY Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

- F. In March, 2011, the City of Tacoma adopted Ordinance 28057 authorizing a 0.1% sales tax to support mental health treatment, chemical dependency treatment, therapeutic court(s), and housing for those receiving treatment. Governed by RCW 82.14.460, the tax may be used to supplant existing funding. Contracts evaluated and deemed appropriate for funding under the mental health dollars will be subject to additional outcome measurements reflecting effectiveness of programming in support of RCW 82.14.460.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$600,000.00 (six hundred thousand)** from the General Fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month/ quarter and will be paid

upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:

1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation By-Laws, date of submittal of IRS Form 990 and insurance binder); and
2. Project Reimbursement Request form (Exhibit B); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit B)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the City's finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.
- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A.** The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B.** In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C.** If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A.** The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B.** The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C.** Upon CITY's request, the CONTRACTOR shall make available to CITY all accounts, records and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the contract.
- D.** IRS Compliance. All of the CONTRACTOR's audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the

end of the CONTRACTOR's fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.

- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.
- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	James "Mike" Johnson Executive Director PO Box 1912 Tacoma, WA 98401
Phone: 253.591.5225	Phone: 253.282.4493
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: mikej@trm.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

- B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C.** If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least 15 calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.
- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H.** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A.** By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or

- B.** By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.

- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C.** The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A.** Workers' Compensation and employer's liability --statutory limits.
- B.** Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C.** Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.
- D.** Professional liability or errors and omissions -- \$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY's vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are

unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities

- D. Age Discrimination/Disability** - The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E. M/WBE** - The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
- F. CONTRACTORS** providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the contractor’s expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma’s Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color **by December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves **by December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by December 31, 2018. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of

the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- F.** The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.

- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities or Discrimination

The CONTRACTOR expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency..
- B.** CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the City's Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless

Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, contractors will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.

- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR's obligation to comply with reporting obligations.

22. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

23. City ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out, the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned

by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B. If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

24. Public Disclosure

- A. This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B. If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

25. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E.** The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F.** This Section shall survive for six (6) years after the termination or expiration of this Contract.

- G.** CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.

26. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

27. Miscellaneous Provisions

- A.** Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B.** Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C.** Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D.** No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E.** Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F.** Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G.** Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

- H. Modification. Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

THE RESCUE MISSION

T.C. Broadnax
City Manager

Authorized Representative of
The Rescue Mission

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

PO Box 1912
Tacoma, WA 98401

Andrew Cherullo
Finance Director

Tax Identification Number: 91-0565014
UBI Number: 601139752

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A-1

SCOPE AND SCHEDULE OF WORK 2017-2018 GENERAL FUND

The Rescue Mission Emergency Services

Scope of Service:

The Rescue Mission will conduct a program designed to meet the priority and goal of **Homelessness Services; Shelter** and criteria identified in the City of Tacoma's Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

- Human & Social Needs: Increase Housing Security (2A)

The Emergency Services program operates at TRM's Downtown Campus with the purpose of meeting the basic needs of homeless, adult men 18 years and older. Services include emergency shelter, as well as access to meals (breakfast and dinner), clothing, personal hygiene facilities, local telephone service, lockers, and information about community resources. The overnight shelter has eighty (80) beds and thirty-six (36) overflow mats available year-round. An additional 80 mats are available during inclement weather. A smaller dorm room contains 10 beds reserved for homeless veterans who receive case management from the VA.

Individuals access shelter beds through a first come, first served method. Shelter policy allows clients to stay 30 days, with extensions granted up to 90 days for those who are making progress towards housing stability (e.g. searching for employment, applying for benefits, or addressing medical, mental, or legal issues). Individuals who have reached their time limit give up their bed or regular mat, but are allowed to use inclement weather mats during inclement weather. Individuals staying on mats during inclement weather are not subject to time limits; their 30 (or 90) days begin once they move to a year-round overflow mat or bed.

Inside the shelter facility, a day room is available for clients to gather between 3:30pm and 9:00pm. In addition to providing access to basic amenities, such as restrooms, clothing, laundry facilities, phone service, and storage, the shelter functions as an entry point into other services, such as case management, adult literacy/GED preparation, or the free addiction recovery program housed on-site. The shelter staff meet with all clients within the first 30 days of their stay at the shelter to discuss shelter expectations and identify barriers to self-sufficiency that might be addressed through connections to other services. The program also partners with the Veterans Administration to host an on-site social worker who provides information and case management to clients who are veterans.

The Men's Shelter is staffed by a team of dedicated shift-coordinators who maintain the facility and attend to client needs 24 hours a day, seven days a week, 365 days a year. Alongside these men, our talented and compassionate Case Manager works with our clients to establish "exit goals" and "action plans" to achieve those goals. All these men are supervised by the Men's Shelter Manager who establishes protocols and standard operating procedures. All of our staff works on developing trusting relationships with our clients. In keeping with system-wide efforts to reduce homelessness, the program coordinates with Access Point 4 Housing (Coordinated Entry) for referrals and resources and will make it a priority during this contract period to partner with rapid re-housing programs in order to find permanent housing for as many clients as possible.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding): 450

Location of service delivery: 425 South Tacoma Way, Tacoma, WA 98402
Time of service: 24 hours a day, 7 days a week
Duration of service: Year round
Target group: (1) City of Tacoma residents only with this funding
 (2) Homeless, adult men 18 years and older
Income level: Low Income
Service area: County-wide

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	450	450
Total unduplicated number of residents served regardless of residence	900	900
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Bednights (estimated at 900 clients x average length of stay of 60 nights, including overflow during inclement weather.)	54,000	54,000
Hours of case management (estimated at 20 hrs per week x 52 weeks)*	1,040	1,040
*Service-related (Informational only) Number of Individuals turned away		

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be

formalized and incorporated into a contracted program’s scope of work as an amendment to the contract as applicable. **The Rescue Mission** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
.75 FTE Program Manager	40,000	40,000	80,000
Direct Service Staff	\$110,000	\$110,000	\$220,000
Non-personnel			
Total	\$150,000	\$150,000	\$300,000

EXHIBIT A-2

SCOPE AND SCHEDULE OF WORK 2017-2018 GENERAL FUND

The Rescue Mission Family Shelter

Scope of Service:

The Rescue Mission will conduct a program designed to meet the priority and goal of *Homelessness Services; solutions to eliminate street homelessness; shelter* and criteria identified in the City of Tacoma's Issue Statement for Homelessness and Household Stability. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

Alignment with Tacoma's Vision 2025 Priorities

- Human & Social Needs: Increase Housing Security (2A)

This program provides safe and secure shelter, nutritious meals, and case management for homeless families with children and homeless unaccompanied women. The program operates out of the Adams Street Family Campus. Twenty rooms (up to 4 people per room) are dedicated to this program, with 2 of the rooms designated for unaccompanied women. The maximum capacity is 80 beds. Clients receive shelter accommodations for up to 30 consecutive days, with extended stays tailored to the needs of women and families who are working towards self-sufficiency. Three meals are provided daily.

During their stay in the program, clients receive weekly case management, which includes the development of goals and action steps needed to achieve those goals. Case managers provide advocacy, referrals to various community services, and assistance to obtain employment, housing, and basic necessities. Shelter services include access to clothing and personal hygiene items, use of laundry facilities, family activities, educational youth programming, and optional non-denominational worship services.

Total unduplicated number of Tacoma residents funded by this contract each year (annual number served with this funding):

Location of service delivery: 2909 S. Adams St; Tacoma, WA 98409
Time of service: 24 hours a day, 7 days a week
Duration of service: Year round
Target group: (1) City of Tacoma residents only with this funding

(2) Homeless families and single women

(3) All ages

Income level: Low Income

Service area: County-wide

Annual Outputs

Annual Outputs	2017	2018
Total unduplicated number of Tacoma residents served	275	275
Total unduplicated number of residents served regardless of residence	550	550
Service-related outputs [Select from standard list and include formula for how goal was calculated] Reported based on a duplicated count of actual services provided each month		
Bednights (estimated at 550 clients x average length of stay of 40 days)	22,000	22,000
Hours of case management (estimated at 28 clients per month x average of 4.5 hours per month x 12 months)*	1,512	1,512
*Service-related (Informational only) Number of Individuals turned away		

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **The Rescue Mission** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Payment Points

The City will implement a payment point structure that accommodates both the need for a billing system that associates reimbursement with service deliverables and the need for programs to have a consistent revenue stream. Fifty (50%) of the budget will be distributed equally over the course of the contract period (2.1% each month). The remainder of the budget will be allocated to payment points associated with service deliverables, equity pre/post organizational assessments, and systems development

efforts, as defined in Exhibit “B”. Upon completion of each deliverable, the program will be compensated.

Equity & Inclusion:

The City’s Human Services Division and the City’s Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel	\$150,000	\$150,000	\$300,000
2 FTE Case Managers	\$94,000	\$94,000	\$188,000
2 Shift Coordinators	\$56,000	\$56,000	\$112,000
Total	\$150,000	\$150,000	\$300,000

**Exhibit B-1
Project Reimbursement Request
2017 General Fund**

**2017 General Fund
Homelessness & Household Stability**

Project: Emergency Services, Family Shelter		ROLL UP - PROJECT REIMBURSEMENT					
Operating Agency: The Rescue Mission							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: The Rescue Mission							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$150,000.00	50%	\$12,500.00			\$0.00	\$150,000.00
Systems & Collaboration	\$30,000.00	10%	\$7,500.00			\$0.00	\$30,000.00
Organizational Assessments	\$30,000.00	10%	\$15,000.00			\$0.00	\$30,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$30,000.00	10%	\$30,000.00			\$0.00	\$30,000.00
50% of ALL outputs met	\$30,000.00	10%	\$30,000.00			\$0.00	\$30,000.00
75% of ALL outputs met	\$30,000.00	10%	\$30,000.00			\$0.00	\$30,000.00
TOTAL	\$300,000.00	100%		\$0.00	\$0.00	\$0.00	\$300,000.00

AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.

Prepared by: _____	City of Tacoma Contract & Program Auditor: _____
Date prepared: _____	City of Tacoma Accountant: _____
Director's signature: _____	City of Tacoma Management: _____

Exhibit B-2 Project Reimbursement Request 2017 General Fund

2017 General Fund Homelessness & Household Stability

Project: Emergency Services		PROJECT REIMBURSEMENT					
Operating Agency: The Rescue Mission							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: The Rescue Mission							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$75,000.00	50%	\$6,250.00			\$0.00	\$75,000.00
Systems & Collaboration	\$15,000.00	10%	\$3,750.00			\$0.00	\$15,000.00
Organizational Assessments	\$15,000.00	10%	\$7,500.00			\$0.00	\$15,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$15,000.00	10%	\$15,000.00			\$0.00	\$15,000.00
50% of ALL outputs met	\$15,000.00	10%	\$15,000.00			\$0.00	\$15,000.00
75% of ALL outputs met	\$15,000.00	10%	\$15,000.00			\$0.00	\$15,000.00
TOTAL	\$150,000.00	100%		\$0.00	\$0.00	\$0.00	\$150,000.00

AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.

Prepared by: _____	City of Tacoma Contract & Program Auditor: _____
Date prepared: _____	City of Tacoma Accountant: _____
Director's signature: _____	City of Tacoma Management: _____

**Exhibit B-3
Project Reimbursement Request
2017 General Fund**

**2017 General Fund
Homelessness & Household Stability**

Project: Family Shelter		PROJECT REIMBURSEMENT					
Operating Agency: The Rescue Mission							
Project Term: <u>January 1, 2017 through December 31, 2017</u>							
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)	(7)	(8)
Payment Request Number:		% of Contract	Payment Point Amount (2017)	Reimburse- ment Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: The Rescue Mission							
Reimbursable costs through:							
(1)	(2)						
Item Budget	Budget						
Program Costs Payment Point	\$75,000.00	50%	\$6,250.00			\$0.00	\$75,000.00
Systems & Collaboration	\$15,000.00	10%	\$3,750.00			\$0.00	\$15,000.00
Organizational Assessments	\$15,000.00	10%	\$7,500.00			\$0.00	\$15,000.00
Output Performance Payment Points							
25% of ALL outputs met	\$15,000.00	10%	\$15,000.00			\$0.00	\$15,000.00
50% of ALL outputs met	\$15,000.00	10%	\$15,000.00			\$0.00	\$15,000.00
75% of ALL outputs met	\$15,000.00	10%	\$15,000.00			\$0.00	\$15,000.00
TOTAL	\$150,000.00	100%		\$0.00	\$0.00	\$0.00	\$150,000.00

AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and an unpaid obligation against the City of Tacoma.

Prepared by: _____	City of Tacoma Contract & Program Auditor: _____
Date prepared: _____	City of Tacoma Accountant: _____
Director's signature: _____	City of Tacoma Management: _____

2017-18 GENERAL FUND AGREEMENT

THIS CONTRACT, made and entered into this 1st day of January, 2017, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **United Way of Pierce County**, a Washington Non-profit Corporation (hereinafter referred to as "CONTRACTOR");

THIS CONTRACT details the roles of the CITY OF TACOMA and the CONTRACTOR. The CITY establishes the details of the contract guided by the Human Services Strategic Plan. The Plan defines the leadership role of the CITY in support of the vision, values, priorities and strategies for delivering human services in Tacoma.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit "A" attached hereto and incorporated herein.
- B. The CONTRACTOR will support the CITY'S effort to align and integrate services within the human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the CONTRACTOR to formalize that partnership through a formal Memorandum of Understanding to be detailed under Exhibit "A".
- C. The contractor will align with the City of Tacoma's Equity and Empowerment Priorities.
 - 1. "Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
 - 2. Work with community partners to promote equity and inclusion within Tacoma producing measurable improvements and disparity reductions.

These goals will be addressed in the Equity Priorities described in Section 15 Equity and also within the Exhibit A Scope of Work.

- D. Changes to Scope of Work. Material changes in the scope, character or location of services, as well as other items in Exhibits A and B, such as outputs or budget line items, may be made during the course of the Contract but require prior written request, including the rationale for the request, from the CONTRACTOR and express prior written approval by the CITY Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- E. Material changes to the contract agreement that are not included in the Exhibits, such as length of the contract term or total allocation amount, shall require a contract amendment.

- F. In March, 2011, the City of Tacoma adopted Ordinance 28057 authorizing a 0.1% sales tax to support mental health treatment, chemical dependency treatment, therapeutic court(s), and housing for those receiving treatment. Governed by RCW 82.14.460, the tax may be used to supplant existing funding. Contracts evaluated and deemed appropriate for funding under the mental health dollars will be subject to additional outcome measurements reflecting effectiveness of programming in support of RCW 82.14.460.

2. Term

- A. All services shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Should this Contract be signed after the date Contract performance has begun, all terms and conditions herein shall operate retroactively to the date Contract began.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The CONTRACTOR agrees that all compensation paid by the CITY shall be used for CITY residents only.
- C. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$219,000.00 (two hundred nineteen thousand dollars and zero cents)** from the General Fund without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- D. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit ___C___, for services

completed and/or deliverables furnished during the previous month/ quarter and will be paid upon CITY approval of billings with appropriate documentation. CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation, as applicable, will include, but is not limited to, the following:

1. Agency documents; (Agency documents include, but are not limited to, the following: program budget, contact information, updated logic model, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation By-Laws, date of submittal of IRS Form 990 and insurance binder); and
2. Project Reimbursement Request form (Exhibit C); and
3. Payroll verification; and
4. Monthly Activity Report; and
5. Client Demographic data; and
6. ACH (direct deposit form)
7. Completed W-9
8. Vendor Request Form

These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous month or quarter of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit C)	Monthly
Payroll Verification (as applicable) w/reimbursement	Monthly
Monthly Activity Report	Monthly
Client Demographic data	Monthly

- E. The CITY requires CONTRACTOR to use an ACH Direct Deposit format for receipt of payments. As such, a completed W-9 and Vendor Request Form are required to be submitted to the City's finance department before payments will be created or issued.
- F. No program shall receive in excess of 25% of their annual contract allocation regardless of payment structure without evidence that the program has moved past the development stage to actual client service levels.
- G. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- H. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- J. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.
- K. All current Agency and Program Documents (as defined in D above, must be submitted to the CITY prior to contract execution.
- L. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the Department of Housing and Urban Development of the United States of America or the City of Tacoma, or if the grant agreement to the CITY under provisions of the Housing and Community Development Act of 1974 is suspended, terminated or amended in such a fashion as to make performance hereunder impossible.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A.** The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B.** In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C.** If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

6. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

7. Contract Administration and Right to Audit

- A.** The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B.** The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C.** Upon CITY's request, the CONTRACTOR shall make available to CITY all accounts, records and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under the contract.
- D.** IRS Compliance. All of the CONTRACTOR's audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the

end of the CONTRACTOR's fiscal year. The CONTRACTOR will notify the Contract and Program Auditor of the date of submittal.

- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.
- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy Assistant to the City Manager and Director, Neighborhood & Community Services 747 Market, Room 836 Tacoma, WA 98402	Dona Ponepinto Executive Director 1501 Pacific Avenue Tacoma, WA 98402
Phone: 253.591.5225	Phone: 253.597.6429
E-mail: Nadia.chandlerhardy@cityoftacoma.org	E-mail: donap@uwpc.org

9. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause by giving thirty (30) days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

- B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C.** If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least 15 calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.
- D.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E.** Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

 - a. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partially suspend or terminate the current award for the grantee's or subgrantee's program,
 - d. Withhold further awards for the program, or
 - e. Take other remedies that may be legally available.
- F.** Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

- G.** Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - a. The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not subject to cancellation, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- H.** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see Section 5.35).

10. Termination for Convenience

Except as provided in Section 9 above, awards may be terminated in whole or in part only as follows:

- A.** By the awarding agency with the consent of the grantee or subgrantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or

- B.** By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under Section 9.

11. Taxes, Licenses and Permits

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.

- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C.** The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

12. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** It is expressly understood and agreed that any obligation or liability arising out of and/or incurred by the CITY by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from funds received from the Federal Government, pursuant to the Housing and Community Development Act of 1974, as amended, and made available for such purpose, and neither the CONTRACTOR nor any other person or entity shall have any recourse to any of the assets or funds belonging to or held by the CITY on account of any debts, obligations or liabilities created or arising by reason of this agreement or the carrying out of any activity in connection therewith.
- D.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

13. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A.** Workers' Compensation and employer's liability --statutory limits.
- B.** Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C.** Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.
- D.** Professional liability or errors and omissions -- \$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain.

14. Nondiscrimination

- A.** The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical handicap or use of a trained dog guide or service animal by a person with a disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.
- B.** The CONTRACTOR agrees to support the CITY's vision for human services delivery that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. CONTRACTOR will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.
- C.** The CONTRACTOR is to make its facilities and services available to all participants on a nondiscriminatory basis. If the procedures the CONTRACTOR intends to use to make known the availability of the facilities and services are

unlikely to reach persons of any particular race, color, religion, sex, age, national origin or ancestry, gender identify, sexual orientation, marital status, familial status or the presence of any sensory, mental or physical disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. The CONTRACTOR must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities

- D. Age Discrimination/Disability** - The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146 prohibiting discrimination based on age, and Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8 prohibiting discrimination against persons with disabilities. Further, the Americans with Disabilities Act requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.
- E. M/WBE** - The CONTRACTOR shall comply with Executive Orders 11625, 12432, and 12138 and 24 CFR 85.36(e) regarding the use of minority and women’s business enterprises.
- F. CONTRACTORS** providing access to housing services must participate in Fair Housing training as offered or approved by the City of Tacoma Human Rights Division at the contractor’s expense.

Note: Copies of applicable laws and regulations are available upon request from the Neighborhood and Community Services Department. All of the above are applicable to each contract, sub-contract and consultant agreement issued by the CONTRACTOR.

15. Equity

The City of Tacoma is committed to achieving equity in service delivery, decision making and community engagement and to identifying and eliminating underlying drivers within our community that perpetuate racial inequity. Our mission is to provide opportunity and advancement for all. The City of Tacoma Human Services Division promotes the goal of actively working to eliminate racial and other disparities as a driver in all of its contracting relationships with human services providers.

The City of Tacoma’s Human Services Division is committed to reducing, and ultimately, ending, disparities that disproportionately impact communities of color. We believe a diverse, inclusive society that provides opportunities to all of its citizens will ultimately make us a stronger city and the best place to live, work and thrive.

To participate in equity driven work the contractor will:

- A. By March 31, 2017**, identify and provide to the CITY the names of Executive leadership personnel to attend a total of eight hours of equity training annually provided by the City of Tacoma's Human Services Department.
- B.** Generate a Leadership Successor Plan of action which identifies by name emerging leaders of color or key leadership positions targeted for fulfillment by leaders of color **by December 31, 2017**.
- C.** Complete action steps identified in the Leadership Successor Plan to include mentorship to assure that future leadership reflects the primary community it serves **by December 31, 2018**.
- D.** Develop and implement action steps prompted by Equity Assessments and Measures by December 31, 2018. See Exhibit A Scope of Work

16. Conflict of Interest

- A.** No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.
- B.** The CONTRACTOR shall comply with the conflict of interest requirements in OMB Circulars A-102 and A-110. No person who is an employee, agent, consultant, officer or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in this Contract, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17. Restrictions on Political Use of Funds

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of

the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

18. Certification Regarding Lobbying

This is a certification for contracts, grants, loans and cooperative agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a federal Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an appointed officer or employee of any state or local government agency, any state or local elected public official, or an officer or employee of such elected official.
- C.** No Federal appropriated funds provided pursuant to this agreement have been paid or will be paid, by or on behalf of the CONTRACTOR, to attempt to influence the passage or defeat of any legislation by the legislature of the state of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency.
- D.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to finance or assist political campaigns for election of any persons to state office or for the promotion of, or opposition to, any ballot proposition.
- E.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- F.** The CONTRACTOR shall require that the language of this certification be included in any contracts it enters into for work to be performed that is paid for in whole or in part with appropriated funds provided pursuant to this agreement and that all subrecipients shall certify and disclose accordingly.

- G.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract. Failure to file the required certification shall be and constitutes a material breach of this agreement.

19. Restrictions on Religious Identifications, Activities or Discrimination

The CONTRACTOR expressly agrees that:

- A.** It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B.** It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C.** It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

20. Homeless Service System

- A.** CONTRACTORS that serve households at risk of or experiencing homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in Tacoma-Pierce County's ongoing systems innovation work, including tailored services, strengths-based services and paperwork, progressive engagement, trauma informed care, peer learning, natural consequences, motivational interviewing, and agency cultural competency..
- B.** CONTRACTORS providing emergency shelter, homelessness prevention, or rapid re-housing services will follow the service standards outlined in the City's Emergency Solutions Grant Desk Manual. The CITY will evaluate compliance with these standards during on-site contract monitoring visits.

21. Homeless Management Information System

- A.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to (1) victims of domestic violence (2) persons with HIV/AIDS or (3) treatment for a medical or mental health condition, will work with the Pierce County Department of Community Connections to implement and participate in a local Homeless

Management Information System (HMIS), in accordance with the Federal Register, Volume 76, Number 237, dated Friday, December 9, 2011, pages 76,917 through 76,927 {Homeless Management Information Systems Requirements} and revised HMIS data standards issued by the Department of Housing and Urban Development in its 2013 Draft HMIS Data Standards Notice. Effective October 1, 2014, contractors will be expected to follow guidelines outlined in the HMIS Data Standards Manual, which was released as a collaborative product on May 1, 2014 by the Department of Housing and Urban Development, the Department of Health and Human Services, and the Department of Veteran Affairs.

- B.** The CONTRACTOR will notify the CITY Contract and Program Auditor if issues of concern in the implementation of and participation in HMIS cannot be resolved. This will not alleviate CONTRACTOR's obligation to comply with reporting obligations.

22. Background Checks and Employment Eligibility Verification

The CONTRACTOR shall, in such forms as the CITY may require, conduct criminal background checks on all employees, interns, or volunteers who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall, in such forms as the CITY may require, document identity and employment eligibility (i.e., Form I-9). The CONTRACTOR agrees that this language will be incorporated in writing into every subcontract. The subcontractor further covenants that in the performance of this Contract, all employees, interns, or volunteers will be screened through criminal background checks. Additionally, all employment will be verified for eligibility.

23. City ownership of Work/Rights in Data and Publications

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out, the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned

by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B.** If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material that can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
- C.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

24. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

25. Duty of Confidentiality

- A.** The CONTRACTOR shall secure all records with personal information. "Personal information" includes personnel files and client records, and means any information that can be used to personally identify someone, including but not limited to name, address, phone number, date of birth, personal electronic mail addresses, Social Security Number, bank or financial account numbers, or other information identified in RCW 42.56.230. Hard copy files should be kept either in a locking file cabinet or in a locked office. Electronic data should be password protected. Access to the information should be limited to staff who need it to carry out their job responsibilities.
- B.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning this Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- C.** Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- D.** The CONTRACTOR shall inform its employees, agents and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- E.** The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- F.** This Section shall survive for six (6) years after the termination or expiration of this Contract.

- G.** CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.

26. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

27. Miscellaneous Provisions

- A.** Land Use Requirements. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.
- B.** Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- C.** Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- D.** No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- E.** Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- F.** Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- G.** Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

- H. Modification. Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- I. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

UNITED WAY OF PIERCE COUNTY

T.C. Broadnax
City Manager

Authorized Representative of
United Way of Pierce County

Print Name: _____

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Title: _____

1501 Pacific Avenue
Tacoma, WA 98402

Andrew Cherullo
Finance Director

Tax Identification Number: 91-0650669
UBI Number: 601138734

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT A

SCOPE AND SCHEDULE OF WORK 2017-18 GENERAL FUND

United Way of Pierce County Center for Strong Families

Scope of Service:

United Way of Pierce County will conduct a program designed to meet the priority of *Increase Employability, Self-Determination and Empowerment for Adults (Ages 16+ Years)* and goals:

- 1) Education, training, and individualized employment support services are available that enable all residents, especially historically marginalized populations, to enter and/or progress in the job market
- 2) Opportunities for individuals to build upon their strengths are available so that they can live as independently as possible and have options for positive and meaningful involvement in the community.

The program will meet the criteria established in the City of Tacoma's Human Services Strategic Plan and the program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies. This program aligns with Tacoma 2025 goals of reducing poverty and preparing people to succeed in Tacoma's workforce.

Alignment with Tacoma's Vision 2025 Priorities

Human Services & Social Needs:

- Increase Housing Security
- Improve Services to Youth & Vulnerable Populations
- Reduce Poverty

Education & Learning:

- Prepare people to succeed in Tacoma's workforce

United Way of Pierce County will act as a coordinating agency for service providers engaged in the Center for Strong Families (CSF) Initiative, providing program guidance, infrastructure, support services to the network of providers, development of service standards, hold programs accountable for results, provide training and technical assistance, and work to develop resources to support the Initiative.

Center for Strong Families is a framework for neighborhood service delivery designed to help low-income individuals increase income, reduce debt, and generate new wealth for themselves and their community.

United Way of Pierce County will use a common data collection and reporting system to support and monitor program enrollment, services received by clients, and client advancement towards goals of participating CSF service providers.

Long-term tracking, up to 3 years, of client participants include, but are not limited to:

- Obtaining/maintaining employment
- Attaining a vocational credential or AA degree
- Receiving additional public benefits (income supports)
- Improving credit rating
- Opening savings and/or checking accounts
- Reducing debt
- Contributing to savings each month
- Saving for retirement and/or children's education
- Other data points relevant to shared learning and system-capacity building

United Way of Pierce County will assist in targeted outreach and act as a central call center for residents seeking help with employment and provide appropriate referrals to the Center for Strong Families and partner agencies that provide employment soft-skills, job training classes, skill-building, and short-term occupational training programs.

United Way of Pierce County will provide annual outcome reporting based upon **Exhibit B**.

Location of service delivery: Hilltop Center for Strong Families
1106 Martin Luther King Jr. Way, Tacoma, WA 98405

Milgard Work Opportunity Center
714 S 27th Street, Tacoma, WA 98409

Time of service: Hours based upon client needs.

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding

(2) Families

Income level: Low to Moderate Income

Service area: County-Wide

Outputs (for all CSF Locations)	2017	2018
Clients Served		
Total unduplicated number of Tacoma residents served	250	350
Service-related outputs [Reported based on a count of actual services provided each month]		
Number of completed financial assessments and received two or more core services (unduplicated)	200	280
Number of individuals receiving employment coaching (duplicated count)	400	600
Informational Output: Number of families served (unduplicated)	--	--

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions will be formalized and incorporated into a contracted program's scope of work as an amendment to the contract as applicable. **United Way of Pierce County** will notify the City of the staff person responsible for attending and participating in relevant system development activities. Refer to section 1B of the contract.

Collaboration:

The City of Tacoma is coordinating systems development activities within three focus areas: Homelessness and Household Stability, Social Wellness, and Opportunities and Achievement. As part of this systems development work, the City of Tacoma may require Contractors to enter into a Memorandums of Understanding (MOU) or Agency Agreements to formalize its support, role, and responsibilities with other funded (and non-funded) partners.

Equity & Inclusion:

The City's Human Services Division and the City's Office of Equity and Human Rights will work with funded partners to assess, operationalize, and institutionalize equity, diversity, and inclusionary practices across all City-funded services. Assessments will be conducted in 2017 focusing on staff and organization competencies and the inclusion of client voice. Results of the assessments will be monitored and documented as a system-wide performance measure.

Cost Reimbursement

Contract payment is on a cost reimbursement basis. The program will be reimbursed for costs incurred during the contract period, to the extent that these costs fit within

budgeted line items prescribed by the contract. Reimbursement requests must be submitted to the CITY after allowable costs have been incurred. Back-up documentation is necessary when requesting reimbursement in order to verify program expenses.

Budget (Expenses charged to this contract)

Projected Budget	2017	2018	Total Biennium
Personnel			
.85 FTE Family Stability Initiative Manager	77,000	77,000	154,000
.35 FTE 2-1-1 Employment Specialist	15,000	15,000	30,000
Non-personnel			
Training Conferences	2,500	2,500	5,000
Client Database Software & Maintenance	5,000	5,000	10,000
Evaluation Services	10,000	10,000	20,000
Total	\$109,500	\$109,500	\$219,000

EXHIBIT B

**SCOPE AND SCHEDULE OF WORK
2017-18 General Fund**

**United Way of Pierce County
Center for Strong Families**

Service Area	Metrics	Strategies
<p align="center">Credit Enhancement</p> <p><i>Families improve credit scores and debt-to-income ratios</i></p>	<ul style="list-style-type: none"> ○ #/% who improve credit score ○ amount improved ○ #/% who reduce their debt-to-income ratio ○ % change in ratio 	<ul style="list-style-type: none"> ○ Financial counseling ○ Credit counseling ○ Debt restructuring
<p align="center">Build Income</p> <p><i>Families increase their income toward their Self-Sufficiency Standard</i></p>	<ul style="list-style-type: none"> ○ # who achieve certifications ○ #/% clients narrow gaps toward their Self-Sufficiency Standard ○ Typical % narrowed ○ # who complete units toward a degree 	<ul style="list-style-type: none"> ○ Workforce Development (hard and soft skill development) ○ Education Counseling ○ Micro-enterprise Development
<p align="center">Build and Preserve Savings and Assets</p> <p><i>Families accumulate liquid assets equal to three months of living expenses</i></p>	<ul style="list-style-type: none"> ○ #/%/\$ saving regularly ○ # banked ○ # participating/ benchmarks achieved in micro-enterprise or homeownership programs 	<ul style="list-style-type: none"> ○ Savings and IDA Programs ○ Micro-enterprise Development ○ First-time Homeownership Programs

Exhibit C
Project Reimbursement Request
2017 General Fund

2017 General Fund Opportunity and Achievement Cost Reimbursement					
Project: Center for Strong Families		REIMBURSEMENT REQUEST			
Operating Agency: United Way of Pierce County					
Project Term: January 1, 2017 through December 31, 2017					
City Umbrella Dept.: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4)	(5)	(6)
Payment Number <u> {XX} </u>		Reimbursement Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (3+4)	Budget Remaining (2-5)
Payment to: United Way of Pierce County					
Reimbursable costs through <u> {month} </u>					
(1)	(2)				
Budget Item	2017 Budget				
Personnel					
.85 FTE Family Stability Initiative Manager	\$77,000.00	\$0.00	\$0.00	\$0.00	\$77,000.00
.35 FTE 2-1-1 Employment Specialist	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
Non-Personnel					
Training Conferences	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Client Database Software & Maintenance	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Evaluation Services	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
TOTAL	\$109,500.00	\$0.00	\$0.00	\$0.00	\$109,500.00
AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and unpaid obligation against the City of Tacoma.					
**NOTE: Supporting financial documentation required for <u>all</u> requested reimbursement.					
Prepared by: _____		City of Tacoma Contract & Program Auditor: _____			
Date Prepared: _____		City of Tacoma Accountant: _____			
Director's Signature: _____		City of Tacoma Management: _____			

AGREEMENT PROVIDING FOR ONGOING COLLABORATION, ALIGNMENT, AND SUPPORT BETWEEN THE CITY OF TACOMA AND TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

This Agreement is made and entered into this ____ day of _____, 20__, by and between the CITY OF TACOMA, hereinafter referred to as the "CITY" and the combined TACOMA-PIERCE COUNTY HEALTH DEPARTMENT, hereinafter referred to as the "HEALTH DEPARTMENT."

WHEREAS the CITY joined with Pierce County ("County") to operate a combined County-City Health Department, pursuant to Chapters 70.05, 70.08, and 70.12 of the Revised Code of Washington, and

WHEREAS the CITY wishes to maintain the intent and purpose of Resolution No. 36734, "Agreement Providing for Creation and Operation of a Combined County-City Health Department" (2006 Agreement), and

WHEREAS the CITY will provide the HEALTH DEPARTMENT with support through the City of Tacoma Neighborhood and Community Services programs and the City of Tacoma Health Pool.

It is agreed by and between the parties as follows:

I. PURPOSE

It is the purpose of this Agreement for the CITY and the HEALTH DEPARTMENT to increase collaborative efforts, align initiatives, and develop performance-related outcomes to evaluate the HEALTH DEPARTMENT'S performance related to City of Tacoma Neighborhood and Community Services programs.

II. TERM

A. All services described herein shall commence no earlier than January 1, 2017 and be satisfactorily completed on or before December 31, 2018 and this Agreement shall expire on said date unless mutually extended in writing by the Parties.

B. Neither party shall be considered to be in default in the performance of this Agreement to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time

for performance shall be extended for a period equal to any time lost as a result thereof. In the event HEALTH DEPARTMENT is unable to proceed due to a delay solely attributable to CITY, HEALTH DEPARTMENT shall advise CITY of such delay in writing as soon as is practicable.

III. AMENDMENTS

This agreement may be amended at any time by the mutual consent of the parties hereto. Material changes in the scope, character or location of services made during the course of the Agreement shall be in writing. Should this Agreement be signed after the date performance has begun, all terms and conditions herein shall operate retroactively to the date performance began.

IV. SCOPE OF SERVICES/WORK

A. The HEALTH DEPARTMENT agrees to diligently and completely perform the services and/or deliverables described in Exhibits A through E attached hereto and incorporated herein.

B. The HEALTH DEPARTMENT will support the CITY'S effort to align and integrate services within the CITY'S human services system. When programs are identified to strategically align with other funded contractors, the CITY may require the HEALTH DEPARTMENT to formalize that partnership through a formal Memorandum of Understanding.

C. Special contracted grants (Personal or Professional Services contracts or Statement of Services contracts) are project-based contracts between the HEALTH DEPARTMENT and particular CITY General Government and Tacoma Public Utility departments. Each special contracted grant is budgeted within the contracting department with unique deliverables. Special contracted grants are outside the scope of this Agreement.

V. COMPENSATION AND PAYMENT

A. The CITY shall compensate the HEALTH DEPARTMENT for the services and deliverables performed under this Agreement in accordance with Exhibit A.

B. The total price to be paid by CITY for HEALTH DEPARTMENT'S full and complete performance of the Scope of Work hereunder shall not exceed \$1,130,790.00 (one-million one-hundred thirty-thousand, seven-hundred ninety dollars) in 2017 and \$1,130,790.00 (one-million one-hundred thirty-thousand, seven-hundred ninety dollars) in 2018 from the General Fund-Non-Departmental without the written consent of the CITY and written amendment to this Agreement. Said price shall be the total compensation for HEALTH DEPARTMENT'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by HEALTH DEPARTMENT.

VI. BILLING & REPORTING

The HEALTH DEPARTMENT will submit billing directly to the City of Tacoma Finance Department and report on outputs described in the Scopes of Work (Exhibit B through E) on a quarterly basis. These items must be submitted (on forms provided by the CITY) by the 15th of the month for the previous quarter of service. These items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Monthly Activity Report

Quarterly

The HEALTH DEPARTMENT will report on "Outcomes of Services" (Exhibit F) on an annual basis by the 31st of January for the previous year of service.

VII. INDEMNIFICATION

A. The HEALTH DEPARTMENT shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

B. The HEALTH DEPARTMENT specifically assumes potential liability for actions brought by the HEALTH DEPARTMENT'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the HEALTH

DEPARTMENT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE HEALTH DEPARTMENT RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Agreement.

VIII. ADMINISTRATION AND RIGHT TO AUDIT

A. The Human Services Contract and Program Auditor in the Neighborhood and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the HEALTH DEPARTMENT, and shall coordinate all communications between the HEALTH DEPARTMENT and the CITY.

B. The HEALTH DEPARTMENT shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Agreement.

C. Upon CITY'S request, the HEALTH DEPARTMENT shall make available to CITY all accounts, records and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Agreement.

D. IRS Compliance. All of the HEALTH DEPARTMENT'S audited financial statements and IRS 990 forms shall be filed (as required by the IRS) within nine months of the end of the HEALTH DEPARTMENT'S fiscal year. The HEALTH DEPARTMENT will notify the Human Services Contract and Program Auditor of the date of submittal.

IX. PERSONNEL

If before, during, or after the execution of this Agreement, the HEALTH DEPARTMENT has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Agreement, then the HEALTH DEPARTMENT is obligated to ensure that said personnel perform said

services to the maximum extent permitted by law. This provision shall only be waived by written authorization by the CITY, and on a case by case basis.

X. DISPUTE RESOLUTION

In the event of a dispute pertaining to this Agreement, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies.

XI. MISCELLANEOUS PROVISIONS

A. Land Use Requirements. Without limitation to the obligations set forth in Exhibits B through E Scope of Services/Work, HEALTH DEPARTMENT must adhere to all land use and non-land use requirements implemented by the CITY.

B. Governing Law and Venue. Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.

C. Assignment. The HEALTH DEPARTMENT shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the CITY.

D. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

E. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

F. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

G. Entire Agreement. This Agreement and the attached Exhibits contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded. The Parties mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments.

H. Modification. Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

I. Authority to enter into this Agreement. The undersigned HEALTH DEPARTMENT representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Agreement for and on behalf of HEALTH DEPARTMENT.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

TACOMA-PIERCE COUNTY HEALTH
DEPARTMENT

T.C. Broadnax
City Manager

Authorized Representative of
Tacoma-Pierce County Health Department

Nadia Chandler Hardy,
Assistant to the City Manager and
Neighborhood & Community Services
Director

Print Name: _____

Title: _____

3629 So. D. Street
Tacoma, WA 98418

Andrew Cherullo
Finance Director

Tax Identification Number: 91-1488160
UBI Number: C 600-460-607

SAP Number: _____

Approved as to Form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT "A"

	2017 Budget	2018 Budget
City of Tacoma		
Neighborhood & Community Services Programs	\$575,000.00	\$575,000.00
Drinking Water Protection & Hazardous Substances	\$29,241.00	\$29,241.00
Communicable Disease: HIV, STD, & TB Activities	\$309,009.00	\$309,009.00
Maternal Child Health	\$211,750.00	\$211,750.00
Family Support Partnership	\$25,000.00	\$25,000.00
City of Tacoma – Health Pool (2006 Agreement)	\$555,790.00	\$555,790.00
<u>Activities that may receive Health Pool Funding:</u>		
Drinking Water		
Communicable Disease: HIV, STD, & TB Activities		
Physical Activity and Nutrition		
Immunization		
Tobacco Prevention		
Antibiotic Resistance		
Nurse Family Partnerships		
Oral Health		
Family Support Centers		
Code Enforcement		
Air Quality/Asthma Management		
Maternal & Child Outreach		
Community Health Improvement Plan		
School Health Improvement		
Total 2017-2018 City of Tacoma Funding	\$1,130,790.00	\$1,130,790.00

EXHIBIT "B"

**SCOPE AND SCHEDULE OF WORK
2017-18 General Fund – Non-Departmental**

**Tacoma - Pierce County Health Department
Drinking Water and Hazardous Substances Program**

Scope of Service:

Tacoma - Pierce County Health Department will conduct a program designed to support the “*Tacoma 2025*” goal of ***Outstanding stewardship of the natural and built environment*** and the Human Services Priority of ***Meeting the basic needs of Tacoma residents***. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

The Drinking Water and Hazardous Substances Program assists the CITY in planning for a healthy community by providing technical expertise to CITY staff during review and scoping phases of comprehensive and localized planning and economic development documents and reviews and provides commentary on State Environmental Policy Act (SEPA) Checklists.

Ongoing planning and clean-up support will be provided with a focus on healthy built environments, air quality, soil and groundwater contamination, health equity, and community engagement.

Location of Service: City of Tacoma

Duration of service: Year-round

Outcome of Services: Threats posed to public health and safety, economic development, and use of natural environment are reduced.

Annual Outputs	2017	2018
Service-related outputs [Reported based on a count of actual services provided each month]		
Clean-up projects supported (annual report will include locations of projects/project name)	7	7
SEPA reviews conducted (annual report will include locations of projects/project name)	50	50
Informational output [Reported based on a count of actual services provided each month]		
Hours of SEPA review activities	--	--

Budget (Expenses charged to this Scope of Work)

Projected Budget	2017	2018	Total Biennium
Personnel	\$29,241.00	\$29,241.00	\$58,482.00
0.25 FTE	\$29,241.00	\$29,241.00	\$58,482.00
Non-personnel	\$0	\$0	\$0
[Specify budget category]			
Total	\$29,241.00	\$29,241.00	\$58,482.00

EXHIBIT "C"

SCOPE AND SCHEDULE OF WORK 2017-18 General Fund – Non-Departmental

Tacoma - Pierce County Health Department Communicable Disease Control

Scope of Service:

Tacoma - Pierce County Health Department will conduct a program designed to support the “*Tacoma 2025*” goal of ***A safe city with healthy residents*** and the Human Services Priority of ***Meeting the basic needs of Tacoma residents***. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

The Communicable Disease Control Program provides HIV screening, STD disease control, and tuberculosis (TB) disease control.

The program will provide HIV screening services to residents who are at the highest risk of HIV (those who have STDs, those that are exposed to STDs, or those that have been exposed to HIV). The clinic identifies those at highest risk of HIV infection by conducting intensive STD and HIV disease investigations. The clinic identifies HIV infections through the screening efforts and will ensure both those clients testing positive in the clinic and those identified elsewhere are linked to care.

The program will also provide residents with Chlamydia, gonorrhea, and syphilis and those exposed to these STDs information and education, treatment, linkage to care, partner notification services, and intensive disease investigation.

This funding will support clinic activities, clinic materials, and staff time for work in the clinic and for work with those who have STDs (and their partners) to recruit and motivate them to obtain HIV and STD testing.

The program also provides residents with TB screening, chest x-rays, laboratory testing, and provider visits for City of Tacoma residents without insurance to prevent the spread of TB. This funding also supports third-party TB treatment services and housing for homeless contagious patients. These services reduce barriers to care, social services, basic needs, and allows the patient to successfully complete their treatment and be cured of TB and prevents the spread of TB to others.

The funding also supports disease investigation and response to over sixty separate conditions ranging from measles to hepatitis. Medical care providers and laboratories are required to report these conditions to the Health Department. When a report is received, the case is investigated to determine how the exposure occurred, to ensure

appropriate treatment of the person, and to establish control measures to prevent the spread of the illness to others to safeguard the health of the City's residents.

The number of cases of disease varies from year to year, but for example in 2015 there were approximately 650 cases of communicable diseases investigated and more than 1,000 reports of chronic hepatitis C and B triaged. Activities surrounding these cases include:

- a. Case investigation to determine risk factors and potential sources of infection
- b. Ascertainment of contacts in the family and/or community with subsequent referral for testing and preventive care and/or immunization
- c. Follow up with approximately 25% of persons reported with chronic hepatitis C to ensure appropriate referral for continuing care and management of close contacts.

Location of service delivery: City of Tacoma

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
(2) People of color

Outcome of Services: The spread of, and number of people infected with, communicable diseases is reduced.

Estimated Annual Outputs

Estimated Annual Outputs	2017	2018
Clients Served		
Total unduplicated number of Tacoma residents served by HIV Services	600	600
Total unduplicated number of individuals served program-wide by HIV Services (regardless of residence)	1,500	1,500
Total unduplicated number of Tacoma residents served by STD Services	1,200	1,200
Total unduplicated number of individuals served program-wide by STD Services (regardless of residence)	3,000	3,000
Informational Output (reporting only)		
Total unduplicated number of individuals identified with TB disease, infection or exposure receiving treatment and preventive services (regardless of residence)	--	--
Hours of case investigation activities and services for 100% of cases reported with a notifiable condition in Pierce County.	--	--

Budget (Expenses charged to this Scope of Work)

Projected Budget	2017	2018	Total Biennium
Personnel	\$128,773.00	\$133,822.00	\$262,595.00
Public Health Nurse II .08 FTE	-	\$10,935.00	\$10,934.00
Program Manager .875 FTE	\$89,802.00	\$91,598.00	\$181,400.00
Disease Investigation Spec I .35	\$30,677.00	\$31,291.00	\$61,968.00
Administrative Asst I .025 FTE	\$8,295	-	\$8,295.00
Non-personnel	\$180,236.00	\$175,187.00	\$355,423.00
Supplies	\$19,216.00	\$18,050.00	\$37,266.00
Professional Services	\$79,903.00	\$73,887.00	\$153,790.00
Building and Grounds	\$10,000.00	\$10,000.00	\$20,000.00
Program/division management	\$19,745.00	\$20,337.00	\$40,082.00
Agency indirect	\$51,372.00	\$52,913.00	\$104,285.00
Total	\$309,009.00	\$309,009.00	\$618,018.00

EXHIBIT "D"

SCOPE AND SCHEDULE OF WORK 2017-18 General Fund – Non-Departmental

Tacoma - Pierce County Health Department Maternal Child Health

Scope of Service:

Tacoma - Pierce County Health Department will conduct a program designed to support the "Tacoma 2025" goals of ***A safe city with healthy residents and Thriving residents with abundant opportunities for life-long learning***, and the Human Services Priorities of ***Preparing children and youth for success and Enhance mental health and substance use disorder services***. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

The Maternal Child Health Program provides truancy prevention services (Positive Steps), facilitates professional training, pregnancy and infant safety education and workgroups (Perinatal Collaboration), and community development and social capital development services.

Positive Steps provides targeted, proven interventions to at-risk children and their families that reduce risk factors for dropping out of school, youth violence and crime, and substance abuse. Those served reduce their exposure to Adverse Childhood Experiences (ACEs) thereby improving their lifetime health and economic trajectories.

The Perinatal Collaboration of Piece County members work on committees that reduce the risk of SIDS (Crib/Safe Sleep Committee), reduce perinatal homelessness (Homelessness Prevention Committee), and perinatal mental illness and depression (Perinatal Emotional Health Committee). This collaboration ensures that Tacoma residents who are perinatal will be served by professional staff trained and knowledgeable in these areas and can link them to needed services.

This funding will also provide for a Health Department staff professional to participate in community collaborations that serve Tacoma residents and provide technical assistance training and support, participate in, CITY and Tacoma School District planning efforts where public health may be of concern, and provide linkages to community partners to enhance their opportunities to support the residents of Tacoma.

Location of service delivery: City of Tacoma

Duration of service: Year round

Target group:
(1) City of Tacoma residents only with this funding
(2) Families with children ages 0-8years

Income level: Low Income

Outcome of Services:

- 1) Improved family functioning.
- 2) Increased coordination of services.

Estimated Annual Outputs

Estimated Annual Outputs	2017	2018
Clients Served		
Total unduplicated number of Tacoma youth served by Positive Steps	50	50
Total unduplicated number of Tacoma families served by Positive Steps	50	50
Total unduplicated number of individuals served program-wide by Positive Steps (regardless of residence)	100	100
Service-related outputs [Reported based on a count of actual services provided each month]		
Hours of community engagement	140	140
Number of Perinatal Collaborative meetings facilitated	58	58

Budget (Expenses charged to this Scope of Work)

Projected Budget	2017	2018	Total Biennium
Personnel	\$52,793.00	\$51,657.00	\$104,450.00
Program Manager .35 FTE	\$40,943.00	\$40,062.00	\$ 81,005.00
Public Health Nurse II .05 FTE	\$ 5,070.00	\$ 4,961.00	\$ 10,031.00
Health Promotion Coordinator III .067 FTE	\$ 6,780.00	\$ 6,634.00	\$ 13,414.00
Non-personnel	\$158,957.00	\$160,093.00	\$319,050.00
Contracts/Professional Services	\$110,400.00	\$110,400.00	\$220,800.00
Program/division management	\$ 10,800.00	\$ 10,800.00	\$ 21,600.00
Agency indirect	\$ 37,757.00	\$ 38,893.00	\$ 76,650.00
Total	\$211,750.00	\$211,750.00	\$423,500.00

EXHIBIT "E"

SCOPE AND SCHEDULE OF WORK 2017-18 General Fund – Non-Departmental

Tacoma - Pierce County Health Department Family Support Partnership

Scope of Service:

Tacoma - Pierce County Health Department will conduct a program designed to support the “Tacoma 2025” goals of ***A safe city with healthy residents and Thriving residents with abundant opportunities for life-long learning***, and the Human Services Priorities of ***Preparing children and youth for success and Enhance mental health and substance use disorder services***. The program will be in compliance with all applicable requirements set forth by the CITY in its funding philosophy and policies.

The Family Support Partnership Program provides evidence-based programs (Promoting First Relationships and Positive Parenting Program) for families with children ages 0-8 years old through home visiting or office visits. Client referrals come from throughout the community to include: service agencies, DSHS Children’s Administration, self-referral, hospitals, clinics, and schools.

Tailored services are ensured by providing a needs assessment using the Omaha System; an Adverse Childhood Experiences (ACEs) screening; a screening for developmental needs using Ages & Stages Questionnaires (ASQ & ASQSE); a safety assessment using the TIPP Safety Assessment tool; the Depression, Anxiety, and Stress Scale (DASS) assessment; and parenting assessments.

Location of service delivery:	Various locations within City of Tacoma
Duration of service:	Year round
Target group:	(1) City of Tacoma residents only with this funding (2) Families with children ages 0-8years
Income level:	Low Income

Outcome of Services: Improved parenting.

Estimated Annual Outputs

Estimated Annual Outputs	2017	2018
Clients Served		
Total unduplicated number of Tacoma residents served	180	180
Total unduplicated number of individuals served program-wide (regardless of residence)	640	640
Service-related outputs [Reported based on a count of actual services provided each month]		
Number of direct client contacts (in-home or office visits)	1,600	1,600
Informational Outputs [Reported based on a count of actual services provided each month]		
Hours of system's integration group/meeting facilitation	--	--
Number of formalized partnerships. (Evidenced by MOU's or other agreements)	--	--

Budget (Expenses charged to this Scope of Work)

Projected Budget	2017	2018	Total Biennium
Personnel	\$0	\$0	\$0
Non-personnel	\$25,000.00	\$25,000.00	\$50,000.00
Contract/professional services	\$19,267.00	\$19,133.00	\$38,400.00
Program/division management	\$1,275.00	\$1,275.00	\$2,550.00
Agency indirect	\$4,458.00	\$4,592.00	\$9,050.00
Total	\$25,000.00	\$25,000.00	\$50,000.00

EXHIBIT "F"

Outcome of Services 2017-18 General Fund – Non-Departmental

Tacoma - Pierce County Health Department

Program: Drinking Water and Hazardous Substances Program

Outcome: Threats posed to public health and safety, economic development, and use of natural environment are reduced.

Indicator: Decreased presence of environmental contaminants.

Program: Communicable Disease Control

Outcome: The spread of, and number of people infected with, communicable diseases is reduced.

Indicator: The rate of communicable diseases addresses by the program decreases.

Program: Maternal Child Health

Outcome 1: Improved family functioning.

Indicator: Reduced exposure to Adverse Childhood Experiences (ACEs)

Indicator: Reduced truancy

Indicator: Reduced rates of preterm and low birth weight deliveries.

Indicator: Reduced rate of Sudden Infant Death Syndrome (SIDS)

Outcome 2: Community capacity to address the needs of residents is increased.

Indicator: Increased coordination of services.

Program: Family Support Partnership

Outcome: Improved parenting.

Indicator: Parents understand the social and emotional needs of their children.