

**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, 2015 and be satisfactorily completed on or before December 31, 2016 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 2015 and \$1,130,790.00 (one-million one-hundred thirty-thousand, seven-hundred ninety dollars) in 2016 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 15<sup>th</sup> 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 31<sup>st</sup> 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.

## XII. 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.

**CITY OF TACOMA**

**TACOMA-PIERCE COUNTY HEALTH DEPT.**

\_\_\_\_\_  
T.C. Broadnax, City Manager

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Nadia Chandler Hardy, Director  
Neighborhood & Community Services Dept.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved:

Tax ID.: \_\_\_\_\_

\_\_\_\_\_  
Andrew Cherullo, Finance Director

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

Attest:

\_\_\_\_\_  
Doris Sorum, City Clerk

**EXHIBIT "A"**

	2015 Budget	2016 Budget
<b>City of Tacoma</b>	<b>\$575,000.00</b>	<b>\$575,000.00</b>
<b>Neighborhood &amp; Community Services Programs</b>		
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
<b>City of Tacoma – Health Pool (2006 Agreement)</b>	<b>\$555,790.00</b>	<b>\$555,790.00</b>
<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		
<b>Total 2015-2016 City of Tacoma Funding</b>	<b>\$1,130,790.00</b>	<b>\$1,130,790.00</b>

**EXHIBIT "B"**

**SCOPE AND SCHEDULE OF WORK  
2015-16 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.

<b>Annual Outputs</b>	<b>2015</b>	<b>2016</b>
<b>Service-related outputs</b> [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

**Budget (Expenses charged to this Scope of Work)**

<b>Projected Budget</b>	<b>2015</b>	<b>2016</b>	<b>Total Biennium</b>
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]			
<b>Total</b>	<b>\$29,241.00</b>	<b>\$29,241.00</b>	<b>\$58,482.00</b>



## EXHIBIT "C"

### SCOPE AND SCHEDULE OF WORK 2015-16 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.

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 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. This funding also supports third-party STD treatment services and housing for homeless contagious patients.

**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**

<b>Estimated Annual Outputs</b>	<b>2015</b>	<b>2016</b>
<b>Clients Served</b>		
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
Total unduplicated number of Tacoma residents served by TB Services	400	400
Total unduplicated number of individuals served program-wide by TB Services (regardless of residence)	1,000	1,000

**Budget (Expenses charged to this Scope of Work)**

<b>Projected Budget</b>	<b>2015</b>	<b>2016</b>	<b>Total Biennium</b>
<b>Personnel</b>	<b>\$132,645.00</b>	<b>\$104,734.00</b>	<b>\$237,379.00</b>
Public Health Nurse II .08 FTE	-	\$8,836.00	\$8,836.00
Program Manager .875 FTE	\$98,750.00	\$95,898.00	\$194,648.00
Disease Investigation Spec I .35	\$32,131.00	-	\$32,131.00
Administrative Asst I .025 FTE	\$1,764.00	-	\$1,764.00
<b>Non-personnel</b>	<b>\$176,364.00</b>	<b>\$204,275.00</b>	<b>\$380,639.00</b>
Supplies	\$2,345.00	\$2,505.00	\$4,850.00
Professional Services	\$96,976.00	\$98,170.00	\$195,146.00
Building and Grounds	-	\$20,279.00	\$20,279.00
Program/division management	\$21,945.00	\$26,564.00	\$48,509.00
Agency indirect	\$55,098.00	\$56,757.00	\$111,855.00
<b>Total</b>	<b>\$309,009.00</b>	<b>\$309,009.00</b>	<b>\$618,018.00</b>

## EXHIBIT "D"

### SCOPE AND SCHEDULE OF WORK 2015-16 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 Pierce 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**

<b>Estimated Annual Outputs</b>	<b>2015</b>	<b>2016</b>
<b>Clients Served</b>		
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)	200	200
<b>Service-related outputs</b> [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)**

<b>Projected Budget</b>	<b>2015</b>	<b>2016</b>	<b>Total Biennium</b>
<b>Personnel</b>	<b>\$52,793.00</b>	<b>\$51,657.00</b>	<b>\$104,450.00</b>
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
<b>Non-personnel</b>	<b>\$158,957.00</b>	<b>\$160,093.00</b>	<b>\$319,050.00</b>
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
<b>Total</b>	<b>\$211,750.00</b>	<b>\$211,750.00</b>	<b>\$423,500.00</b>

## EXHIBIT "E"

### SCOPE AND SCHEDULE OF WORK 2015-16 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.

<b>Location of service delivery:</b>	Various locations within City of Tacoma
<b>Duration of service:</b>	Year round
<b>Target group:</b>	(1) City of Tacoma residents only with this funding (2) Families with children ages 0-8years
<b>Income level:</b>	Low Income

**Outcome of Services:** Improved parenting.

**Estimated Annual Outputs**

<b>Estimated Annual Outputs</b>	<b>2015</b>	<b>2016</b>
<b>Clients Served</b>		
Total unduplicated number of Tacoma residents served	180	180
Total unduplicated number of individuals served program-wide (regardless of residence)	640	640
<b>Service-related outputs</b> [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
Number of parenting groups (Triple P & PFR Parenting classes)	20	40

**Budget (Expenses charged to this Scope of Work)**

<b>Projected Budget</b>	<b>2015</b>	<b>2016</b>	<b>Total Biennium</b>
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
<b>Total</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$50,000.00</b>

## **EXHIBIT "F"**

### **Outcome of Services 2015-16 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.

