

2015-16 MENTAL HEALTH SUBSTANCE USE DISORDER CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2015, 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. 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 DISTRICT and express prior written approval by the CITY Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- D. 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.
- E. 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, 2015 and be satisfactorily completed on or before December 31, 2016 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 students of the District.
- 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 **\$404,482.00** (four hundred four thousand, four hundred eighty-two dollars and no cents) from the CITY **.1% Mental Health Chemical Dependency fund** without the written consent of the CITY. Said price shall be the total compensation for the DISTRICT'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, 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. Outcome Based Evaluation Report.
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
Outcome Based Evaluation Report	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 under this Contract or in accordance with applicable law.
- 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 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 the 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 the DISTRICT's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of the 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 applicable federal and state law, and to the extent feasible pursuant thereto, 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 Phone: 253.591.5225 E-mail: Nadia.chandlerhardy@cityoftacoma.org	Carla Santorno Superintendent 601 South 8th Street Tacoma, WA 98405 Phone: 253.571.1010 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 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.
- 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 Parties mutually agree to indemnify, defend, and hold harmless one another, their 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;
- B.** The Indemnifying Party's duty to indemnify and defend the other party shall not apply to liability for damages arising out of, caused by, or resulting from the sole

negligence of the other party and its officers, board members, agents and employees.

- C.** The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence of the Indemnifying Party or its agents or employees.
- D.** The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its agents or employees, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees.
- E.** The Indemnifying Party's duty to defend, indemnify, and hold the other party harmless as to all claims, demands, losses, and liabilities shall include the other party's personnel-related costs, reasonable attorney fees, court costs, and all related expenses.
- F.** 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.

13. Insurance

During the course and performance of the services herein specified, the DISTRICT will maintain the following insurance coverage as a self-insured public entity in the State of Washington.

- 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.

Proof of insurance will be provided by the District.

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. 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.

16. 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.

17. 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:

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- 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.

18. Restrictions on Religious Identifications, Activities or Discrimination

The DISTRICT expressly agrees that:

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- 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.

19. 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 subDistrict 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.

20. Public Disclosure

- A. This Contract and documents provided to the CITY by the 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 the DISTRICT ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by the DISTRICT to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by the 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 the 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 the DISTRICT according to the "Notices" provision herein.
- B. If the DISTRICT provides the CITY with records that the DISTRICT considers confidential or proprietary, the DISTRICT must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If the 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).

21. Duty of Confidentiality

- A.** The Parties 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.** Except for disclosure of information and documents to a Parties employees or agents, who have a substantial need to know such information in connection with the performance of obligations under this Contract, the Parties shall not without prior written authorization allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- C.** The Parties shall inform their employees and agents of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If necessary, the Parties further agree 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 the Parties.
- D.** 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.
- E.** This Section shall survive for six (6) years after the termination or expiration of this Contract.

22. 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 subDistrict, 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 subDistricts 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.

23. 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.

24. 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 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.
- 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 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_____

UBI Number: _____

SAP Number:_____

Saada Gegoux
Risk Manager

Approved as to form and legality:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

EXHIBIT "A"

SCOPE AND SCHEDULE OF WORK 2015-16 Mental Health Substance Use Disorders

TACOMA SCHOOL DISTRICT NO.10 Tacoma Whole Child Initiative (TWCI)

Scope of Service:

TACOMA SCHOOL DISTRICT NO.10 hereinafter "DISTRICT," will conduct a program designed to meet the priority and goal of ***Programs Targeted to Help Youth: Expanding prevention and early intervention for youth struggling with mental health and/or substance use disorders*** 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.

The **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, 22 elementary schools, three 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 is led by the Tacoma School District 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 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:

2015 – 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

2016 – 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

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

Duration of service: Year round – School based schedule

Target group: (1) City of Tacoma residents only with this funding
(2) Students of Tacoma School District
(3) 24 elementary school students, 3 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	2015	2016
Clients Served		
Total unduplicated number of Tacoma youth served (e-C Impact reporting language: "Total unduplicated number of Tacoma residents served")	664	637
Service-related outputs [Reported based on a count of actual services provided each month]		
Number of youth screenings	6635 – cohort 1	6366 – cohort 2 13,001 – cohort 1 & 2
Number of screened youth moved forward to SS GRIN	200	320
Tier II (Check & Connect) implemented in schools	13	26
Professional Training Conducted (monthly)	1-2 per month	1-2 per month
Number of Staff Trained in interventions	796- cohort 1	615 – cohort 2 1,411 – cohort 1 & 2

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 substance use disorders and funded under the .1% mental health chemical dependency sales tax revenue fund. The City of Tacoma requires DISTRICT to formalize its letter of support and enter into a memorandum of understanding (or Agency Agreement) with the following agency/program:

MOU/Agency Agreement:**CLR S.S.GRIN (by March 1, 2015)****UW Tacoma (by March 1, 2015)**

Program will have to provide evidence of Universal Screening, Check and Connect, and S.S.GRIN interventions in all cohort schools via a letter of support from the Superintendent as this is a district-wide initiative.

Outcomes

The DISTRICT will meet with City staff by March 1, 2015 to establish outcomes and an outcomes reporting plan. The monitoring of said outcomes will begin by March 1, 2015. The DISTRICT will work with the CITY to establish protocols for data entry, data transfer and data sharing. The DISTRICT shall comply with all requests for reports and will submit an annual Outcomes Report as developed by the CITY and DISTRICT. The DISTRICT shall promptly forward all required reporting forms, completed in prescribed detail and submitted on the dates set forth by the CITY. The DISTRICT will participate in all mandatory trainings related to the CITY's Outcomes Based Evaluation system development work.

System Alignment

At the CITY'S discretion, programs may be required to participate in systems development, alignment and impact discussions. Results from these discussions may be formalized and incorporated into a contracted program's scope of work. Refer to section 1B of the contract.

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". The program will be compensated upon completion of each deliverable.

Budget (Expenses charged to this contract)

Projected Budget	2015	2016	Total Biennium
Personnel (specify FTE/Position)	\$ 70,741.00	\$ 70,741.00	\$141,482.00
Evaluation Director (.11 FTE)	\$ 20,250.00	\$ 20,250.00	\$ 40,500.00
Evaluation Coordinator (.18 FTE)	\$ 25,245.50	\$ 25,245.50	\$ 50,491.00
Training Coordinator (.18 FTE)	\$ 25,245.50	\$ 25,245.50	\$ 50,491.00
Non-personnel	\$131,500.00	\$131,500.00	\$263,000.00
Professional Development	\$ 55,500.00	\$ 55,500.00	\$111,000.00
General Operating	\$ 76,000.00	\$ 76,000.00	\$152,000.00
Total	\$202,241.00	\$202,241.00	\$404,482.00

Exhibit "B"
Project Reimbursement Request
2015-16 Mental Health Substance Use Disorder

2015-16 MHSUD Competitive (New)

Project: <u>Tacoma Whole Child Initiative</u>			PROJECT REIMBURSEMENT REQUEST					
Operating Agency: <u>Tacoma Public Schools</u>								
Project Term: <u>January 1, 2015 through December 31, 2016</u>								
City Umbrella Dept: <u>NEIGHBORHOOD & COMM. SERVICES</u>		(3)	(4a)	(4b)	(5)	(6)	(7)	(8)
Payment Request Number: _____		% of Contract	Payment Point Amount (2015)	Payment Point Amount (2016)	Reimburse- ment Request (Funds Billed)	Previous Funds Billed	Total Funds Billed by Agency (including this request) (5+6)	Budget remaining (2-7)
Payment to: <u>Tacoma Public Schools</u>								
Reimbursable costs through: {month} _____								
(1)	(2)							
Item Budget	Budget							
Program Costs Payment Point	\$242,689.20	60%	\$10,112.05	\$10,112.05			\$0.00	\$242,689.20
TMHCD Compliance	\$20,224.10	5%	\$5,056.03				\$0.00	\$20,224.10
Outcome Based Eval. Report Payment Point	\$20,224.10	5%		\$20,224.10			\$0.00	\$20,224.10
Output Performance Payment Points								
25% of ALL outputs met	\$40,448.20	10%	\$20,224.10	\$20,224.10			\$0.00	\$40,448.20
50% of ALL outputs met	\$40,448.20	10%	\$20,224.10	\$20,224.10			\$0.00	\$40,448.20
75% of ALL outputs met	\$40,448.20	10%	\$20,224.10	\$20,224.10			\$0.00	\$40,448.20
TOTAL	\$404,482.00	100%			\$0.00	\$0.00	\$0.00	\$404,482.00

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: _____

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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