

**PROFESSIONAL SERVICES CONTRACT
2014- 2015 MENTAL HEALTH CHEMICAL DEPENDENCY**

THIS CONTRACT, made and entered into this _____ day of _____, 2014, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **MultiCare Behavioral Health & Outreach Services**, 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 the work program (Exhibits), including the budget, may be made during the course of the Contract, but require prior written request, detailing rationale for the request, from the CONTRACTOR and 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.
- 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.** The CONTRACTOR will meet with CITY staff to establish outcomes and an outcomes reporting plan prior to March 1, 2015. The monitoring of said outcomes will begin by March 1, 2015 and reported in the second Quarterly Outcomes Report. The CONTRACTOR will work with the CITY and the CITY's Contractor, Geo Education & Research, to establish protocols for data entry, data transfer and data sharing. The CONTRACTOR shall comply with all requests for reports and will submit an Annual Outcomes Report as developed by the CITY and CITY's Contractor. The CONTRACTOR shall promptly forward all required reporting forms, completed in prescribed detail and submitted on the dates set forth by the CITY. The CONTRACTOR will

participate in all mandatory trainings related to the CITY's online database systems.

- 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. 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 \$319,462 from the CITY **.1% Mental Health Chemical Dependency 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 D, for services completed and/or deliverables furnished during the previous month and will be paid upon CITY approval of billings. Upon CITY's request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation must accompany invoices and will include the following, as applicable, including but not limited to:
- i. Project Reimbursement Request form (Exhibit D); and
 - ii. Monthly Activity Report; and
 - iii. Client Demographic Form; and
 - iv. Outcome Based Evaluation Report.

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

Project Reimbursement Request form (Exhibit D)	Monthly
Monthly Activity Report	Monthly
Client Demographic Form	Monthly
Outcome Based Evaluation Report	Quarterly; January
(dates dependent upon type of OBE report)	31st or July 31st

- E. Payment shall be made through the CITY's ordinary payment process, immediately upon receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- F. 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.
- G. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- H. 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.
- I. 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).

J. 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 City of Tacoma.

K. No program is eligible to receive more than 25% of its annual contract amount without evidence that the program has begun serving clients. As such, payments exceeding 25% of an annual contract amount may be denied until such time as evidence of client-level service has begun.

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 contractors 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 Mental Health Chemical Dependency Contract and Program Auditor in the Neighborhoods 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 this contract.
- D.** The CONTRACTOR shall provide the CITY a copy of its current financial statement, and the CONTRACTOR may be subjected to an independent audit of its activities, at the discretion of the CITY, the cost of which shall be the responsibility of the CONTRACTOR to be paid from funds otherwise owing to the CONTRACTOR by the CITY or such cost will be billed to and paid by the CONTRACTOR. 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, regardless of whether such audit(s) was performed at the CITY's direction.

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. 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 Mental Health Chemical Dependency Contract and Program Auditor of the date of submittal.

- F. 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.

- G.** 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 City Manager and Director Neighborhood & Community Services 747 Market St., Room 836 Tacoma, WA 98402	MultiCare Health System Tim Holmes, LMFT, MHA Vice President 315 Martin Luther King Jr. Way, Tacoma, WA 98405

Phone: 253.591.5225	Phone: 253-697-8401
E-mail: nadia.chandlerhardy@cityoftacoma.org	E-mail: Tim.Holmes@multicare.org

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 days 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 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.

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.
- 11.** 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.** 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 thirty (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 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.

15. 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.

16. Conflict of Interest

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 Mental Health Chemical Dependency 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 copies 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. Housing providers and programs 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.

20. 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.

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. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, 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. 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. RCW 71.05.390 Confidential information and records – disclosure, applies to all confidential information obtained through any work pursuant to contracts funded under the CITY's .1% Mental Health and Chemical Dependency fund.

23. 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 the 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 pertaining to the Scope of Services hereunder for work on the Project.

24. 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) 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.

25. Assurance of Confidentiality:

The CITY agrees to comply with all HIPAA requirements in the collection of confidential data consistent with the funding of mental health and chemical dependency services under the CITY's .1% Mental Health Chemical Dependency funds.

Additionally, the CITY requires Geo Education and Research, the CITY's Contractor and developer of the CITY's MHCD Database System, 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 Chemical Dependency funds.

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. 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

MULTICARE BEHAVIORAL HEALTH & OUTREACH SERVICES

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

Authorized Representative of
MULTICARE BEHAVIORAL HEALTH &
OUTREACH SERVICES

Print Name: _____

Title: _____

Andrew Cherullo
Finance Director

315 Martin Luther King Jr. Way,
Tacoma, WA 98405

Tax Identification Number _____

UBI Number: _____

SAP Number: _____

Debbie Dahlstrom
Risk Manager

Approved as to form and legality:

Debra Casparian
Deputy City Attorney

EXHIBIT "A"

SCOPE AND SCHEDULE OF WORK 2014-2016 Mental Health and Chemical Dependency

MultiCare Behavioral Health & Outreach Services TPD Co-Responder Program

Scope of Service:

MultiCare will conduct a program designed to meet the priority and goal of Jail and Hospital Diversion 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.

Program Description

TPD Co-Responder Program is designed to increase earlier identification and intervention for citizens with mental illness who have contact with law enforcement. The goal is to decrease the likelihood that those individuals will be arrested and enter into the criminal justice system because of behaviors related to their mental illness. This program also provides an opportunity to assist citizens of our community who are in a crisis situation and help them get access to the treatment and resources that can have a positive impact on their life. These goals are accomplished by having a licensed mental health professional, in addition to the officers, respond to law enforcement calls for service that involve citizens with mental illness. The mental health co-responder is typically asked to respond to a location at the request of the law enforcement officers, once the scene is stable. A clinical assessment is made to determine the extent to which the citizen is a risk to themselves or others. A decision is then made about the type of intervention that would be most beneficial to the citizen to help them remain safe or regain a level of stability to be able to function appropriately in society.

ROLES OF MULTICARE

General:

MultiCare is to provide two (2) Mental Health Professionals (MHP's) and appropriate supervision to support Tacoma Police Officers during the hours of 3:00 p.m. – 1:00 a.m. seven days a week*. The schedule will be as follows:

MHP #1: Tuesday – Friday 3:00 p.m. – 1:00 a.m.

MHP #2: Friday – Monday 3:00 p.m. – 1:00 a.m.

***Hours of operation are subject to change upon mutual agreement of Tacoma Police Department and Multicare.**

MultiCare will ensure MHP's and supervisors maintain all required licenses and certifications, and participate in all required MultiCare and TPD required trainings.

Supervisory:

All supervision of Co-Responders will be performed by MultiCare. Supervisors will maintain primary responsibility for the conduct and general support of MHP's up to and including working with the Tacoma Police Department when concerns arise regarding:

- a. Attendance
- b. Interaction with TPD
- c. Any/all disciplinary actions with MHP's.

Supervisor is to participate in a monthly meeting that will include representation from the City's Contract and Auditing Team, representation from the Tacoma Police Department and both MHP's.

Licensed Mental Health Professionals

- ❖ Understands that law enforcement activities at the scene will always be considered a priority throughout the intervention, and that mental health co-responder serves in the role of professional consultant. Law enforcement officer(s) will consult with the co-responder recommendations and will make final decision on disposition.
- ❖ Will respond to TPD requests for consultation **only** when requested by officers to respond on scene. Will use the time before being called on scene, applying available resources, to gain an understanding of the background of the individual requiring assistance in an effort to better inform the officers on the scene.
- ❖ Work closely with law enforcement personnel to problem solve complex situations and develop plans for immediate and appropriate interventions.
- ❖ Conduct rapid and informal mental health assessments and suicide risk assessments on site as requested by law enforcement personnel.
- ❖ Provide crisis intervention on-scene with individuals, families, and/or others present as needed, with an emphasis on assessing needs, securing appropriate level-of-care services, and minimizing trauma.
- ❖ Coordinates and facilitates referrals to appropriate services in the community.
- ❖ Will follow-up with individuals diverted (and/or their families or case managers) to ensure there was follow-through with the diversion plan.
- ❖ Strives to develop intervention plans that prevent or reduce admissions to jail and hospital when other interventions can meet the needs.
- ❖ Quickly responds to calls as a second-responder (waiting to ensure scene is secure before responding).

- ❖ Enter all required data on clients and interactions into required databases (to include the City's Tacoma Mental Health Chemical Dependency database).
- ❖ MHP's are to participate in monthly meetings that will include representation from the City's Contract and Auditing Team, representation from the Tacoma Police Department and supervisory representation from MultiCare.
- ❖ Become Crisis Intervention Trainers through the Washington State Criminal Justice Training Commission, participating in all required trainings to earn such distinction.
- ❖ Provide brief Crisis Intervention Training (CIT) to Tacoma Police Department officers in turn-out meetings (minimum 1x per month).

Location of service delivery: Scattered throughout Tacoma
 Primary Office – Tacoma Police Headquarters

Time of service: 3pm – 1am

Duration of service: Year round

Target group: (1) City of Tacoma residents only with this funding
 (2) Tacoma residents identified by TPD to demonstrate behavioral health issues

Income level: All

Service area: Tacoma, WA City limits

This program will provide:

Annual Outputs	2015	2016
Reduction in incarceration for individuals displaying behavioral health manifestations consistent with mental illness.	10%	20%
Total unduplicated number of residents served regardless of residence	Track	Reproduce 2015 levels
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		
Percentage of citizens referred to TPD Co-Responder Program that will receive a follow-up call	50%	50%
Monthly turn-out trainings (1x month - minimum)	12	12

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 letters of support and enter into a memorandum of understanding (or Agency Agreement) with the following agencies/program(s):

- MOU/Agency Agreement:**
- 1.Comprehensive Life Resources – Life Connections (by March 1, 2015)**
 - 2.Comprehensive Life Resources – New Beginnings (by March 1, 2015)**
 - 3. Greater Lakes Mental Healthcare – SCORE (by March 1, 2015)**

Outcomes

Outcomes under the MHCD Program are prescribed to programs based on the strategic funding priority they align with. Outcomes for this program will be consistent with those of jail and hospital diversion and will address the reduction of booking and detention for individuals identified to have a mental health issue where Tacoma Police have responded to a call for behaviors consistent with a misdemeanor offense.

Cost Reimbursement

The CITY will implement a cost reimbursement payment structure that accommodates the need for a billing system that associates reimbursement with service deliverables.

Projected Budget	2015	2016	Total Biennium
Personnel (specify FTE/Position)			
MHP (2 FTE)	128,000	128,000	256,000
Supervision (.2)	18,681	18,681	37,362
Indirect Administrative Costs	12,800	12,800	25,600
Non-personnel (limit to 3 items if no personnel, otherwise limit to 2)			
Education Stipend	250	250	500
Total	159,731	159,731	319,462

EXHIBIT B - Data Collection Worksheet

Agency Name: **MHCD DATA COLLECTION WORKSHEET** OBE Reporting Cycle:

Program Name: **Performance Measure (Mandated Outcome)** Date Completed:

Outcomes / Criteria

Service Strategy: Outcome Measurement:

Criteria for Achievement: Policy Goal:

Indicator A: Indicator B:

Indicator A Achievement (Action Steps): Observable change is documented Multiple questions were used to achieve indicator

Indicator B Achievement (Action Steps): Observable change is documented Multiple questions were used to achieve indicator

Tools

Data Collection Process

Who collects the data?

How often is data collected?

Method

Validity

and

Last Pilot

Reliability

and

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

Exhibit D Project Reimbursement Request

2015-2016 MHCD

Project: TPD Co-Responder				PROJECT REIMBURSEMENT REQUEST							
Operating Agency: MultiCare Behavioral Health & Outreach Services											
Project Term: January 1, 2015 through December 31, 2016											
City Umbrella Dept.: NEIGHBORHOOD & COMM. SERVICES				(3)		(4)		(5)		(6)	
Payment Number ___(XX)___				Reimbursement Request (Funds Billed)		Previous Funds Billed		Total Funds Billed by Agency (Including this request) (3+4)		Budget Remaining (2-5)	
Payment to: MultiCare Behavioral Health & Outreach Services											
Reimbursable costs through ___(month)___											
(1)		(2a)		(2b)		(2c)					
Item Budget		2015		2015		Biennial					
Personnel Items for Program:											
TPD Co-Responder **											
MHP (2 FTE)		128,000		128,000		256,000					
Supervision (.2)		18,681		18,681		37,362					
Indirect Administrative Costs		12,800		12,800		25,600					
Non-Personnel Items for Program:											
TPD Co-Responder **											
Education Stipend		\$250.00		\$250.00		\$500.00		\$0.00		\$500.00	
TOTAL		\$159,731.00		\$159,731.00		\$319,462.00		\$0.00		\$319,462.00	

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 Specialist: _____
 Date Prepared: _____ City of Tacoma Accountant: _____
 Director's Signature: _____ City of Tacoma Management: _____