

PROFESSIONAL SERVICES AGREEMENT

FOR SAMHSA Healthy Transitions Grant: Healthy Transitions: Improving Life Trajectories for Youth and Young Adults with Serious Mental Disorders Program.
CDFA Number 93.243.

THIS PROFESSIONAL SERVICES AGREEMENT, entered into this 4th day of February, 2020, between the City of Yakima, a Washington municipal corporation ("City"), Educational Service District 105 (ESD 105) and Comprehensive Healthcare, ("Comp HC").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Statement of Work

The City shall implement the Washington State Healthy Transitions Project (HTP), funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) Healthy Transitions: Improving Life Trajectories for Youth and Young Adults with Serious Mental Disorders Program.

The City shall enter into an Agreement with ESD 105 and Comp HC to provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a) The City must provide low-barrier access to HTP services for transition-age youth ages 16-25 experiencing serious emotional disturbance/serious mental illness (SED/SMI); and
- b) The Services are to include:
 - i. Behavioral Health Services;
 - ii. Physical Health Services;
 - iii. Independent Living Skills; and
 - iv. Community-Based Recovery Support

and will be completed as follows:

Low Barrier Access to HTP Services

ESD 105 shall be responsible for providing low barrier access to HTP services at its Open Doors facility on South 2nd Avenue between West Yakima and West Walnut Avenue in Yakima. The Open Doors facility serves youth in the required age range for the SAMHSA HTP.

Coordinator/Promotor

ESD 105 shall be responsible for providing Coordinator/Promotor personnel. Adhering to the Promotora de Salud (Health Promotor Model), ESD 105 will conduct outreach and partner with local groups that are culturally diverse, including (but not limited to) businesses, family/youth-run organizations, and faith-based organizations to identify and engage youth and young adults experiencing SED/SMI in an effort to increase the number of transition-age youth (TAY) that receive appropriate services. ESD 105 will develop a community presence, build relationships

in non-traditional settings, facilitate increased screening and detection of SED/SMI, and serve as a bridge to behavioral health services and other community-based recovery support services.

Independent Living Skills Development

Comp HC will offer/coordinate life skill building activities such as financial literacy/planning, basic home maintenance, job readiness, etc.

Behavioral Health and Physical Health Services

Comp HC will provide or will refer individuals to behavioral health and/or physical health services as appropriate. Comp HC may provide the behavioral health services.

Peer Support/Navigation

Comp HC will ensure that TAY engaged in the Healthy Transitions Project have access to peer support/navigators with the specific intention to: assist an individual or family in identifying and accessing services and activities that promote recovery, assist individual and families in developing their own goals, model skills in recovery and self-management, and serve as an advocate.

Supported Employment/Supported Housing

Comp HC (an 1115 Medicaid Transformation third party administrator) is a comprehensive, dually licensed behavioral health agency with the specific intention of leveraging supported housing and supported employment services for transition-age youth. Supported employment services will be implemented to fidelity based on the Supported Employment IPS-25 tool. It is also anticipated that consumers served by this project may be eligible for some services through the Washington State Division of Vocational Rehabilitation.

Recovery Support Services (RSS)

Comp HC shall provide or purchase Recovery Support Services on an as-needed basis and shall be based on the following:

1. Recovery Support Services shall not be purchased using funds allocated to this Agreement if they can otherwise be purchased using State or Medicaid funds.
2. Recovery Support Services shall not be utilized for rent/mortgage payments.
3. Recovery Support Services shall be identified on, and linked to the individual's Recovery Plan.
4. Documentation of Recovery Support Service purchases shall be kept in the individual's client record and include purchase receipts.
5. All Recovery Support Services purchases shall be tracked using the Recovery Support Services Purchase Log.

Cross-System Collaboration

ESD 105 shall coordinate with local cross-system partners to build a resource network and improve existing youth services.

ESD 105 shall convene with the area's Regional Service Area Family Youth System Partner Roundtables, local child/youth-serving agencies, health and social service representative(s) from county government, local school districts, families, and youth to participate in a 12-month Learning Laboratory. The purpose of the Learning Laboratory shall be:

- a) To identify community strengths and areas of improvement
- b) To develop a Youth/Transition-Age Youth Recovery Oriented System of Care
- c) The Learning Laboratory shall consist of a minimum of 4 quarterly sessions hosted through webinars, teleconferences or in-person
- d) ESD 105 shall facilitate linkage with local cross-system partners, but will not be required to organize, host or plan the quarterly sessions
- e) Specific work goals for the Learning Laboratory shall be defined during individual sessions

Advisory Council

ESD 105 and Comp HC shall continue on-going collaboration with the nearest Regional Service Area Family Youth System Partner Roundtables for the duration of this Agreement to obtain feedback about the project goals, process, outcomes and ways to improve project activities.

Training

ESD 105 and Comp HC shall ensure that all project staff have completed SAMHSA-sponsored Government Performance and Results Act (GPRA) training.

- Ensure that a minimum of two project staff participate in yearly technical assistance workshops.
- Ensure that project staff participate in other trainings as required for the duration of this Agreement.

Performance Goals

- a) ESD 105 and Comp HC shall achieve the following (unduplicated) client engagement goals:
 - i. ESD 105 shall ensure that a minimum of 150 TAY outreach and engagement contacts are made.
 - ii. Comp HC shall ensure that a minimum of 80 TAY outreach and engagement in community-based interventions.
 - iii. Comp HC shall ensure that a minimum of 80 TAY have accessed behavioral health treatment as a result of their participation in the HTP.

- b) National Outcome Measures (NOMS) Interviews: Comp HC shall achieve the following GPRA/NOMS interview goals:
- i. Baseline Assessment NOMS interviews: Comp HC - 100% of HTP participants shall receive initial NOMS interviews at the time of enrollment into HTP services. Baseline assessments shall be completed within 7 calendar days of the consumer entering treatment.
 - ii. Follow-up/Reassessment NOMS Interviews: Comp HC- A minimum of 80% of HTP participants shall receive follow-up NOMS interviews every 6-months. The timeframe for completing follow-up interviews is 30 calendar days before and 30 calendar days after the 6-month anniversary of the baseline assessment interview and every 6-months thereafter is still enrolled in HTP services.
 - iii. Clinical Discharge Interviews: Comp HC – 100% of HTP participants shall receive final/discharge interviews on the day of discharge from the program.
 - iv. All data shall be entered into SAMHSA Performance Accountability and Reporting System (SPARS) within 30 days of completing the interview by Comp HC.

Reporting Requirement

- a) *Client Master List.* Comp HC shall submit an updated Client Master List showing all current and previous program participants no later than the 15th day after the close of each calendar month.
- b) *Recovery Support Services Purchase Log.* Comp HC shall submit an updated and itemized Recovery Support Services Purchase Log showing all current and previous recovery support services purchases no later than the 15th day after the close of each calendar month.
- c) *Program Activities Report.* Comp HC shall submit a monthly activities report no later than the 15th day after the close of each calendar month.

2. Compensation

Total consideration payable to the City under the SAMHSA grant and available to ESD 105 and Comp HC for reimbursement under the grant for satisfactory completion of the work shall not exceed \$299,988, per year, including any and all expenses, and shall be based on the following:

- 1. Personnel
 - a) A maximum of \$77,388 shall be billed for Youth/Young Adult Coordinator/Promotor
- 2. Direct Service
 - a) A maximum of \$100,000 shall be billed for Mental Health Services
 - b) A maximum of \$30,000 shall be billed for Health Services

- c) A maximum of \$50,000 shall be billed for Independent Living Skills and Community-Based Recovery Supports
- d) A maximum of \$10,000 shall be billed for Travel (including 1 FTE to grantee meeting)
- e) A maximum of \$2,600 shall be billed for Supplies (phone, laptop, general office supplies)

3. Indirect Service

- a) A maximum of \$30,000 shall be billed for Administrative Support (billed at 10% of monthly expenditures)

3. Agreement Term

The period of this Agreement shall be from date of last signature until the Healthy Transitions Grant between the Health Authority and the City ends. The City may, at its option, extend the Agreement on a year to year basis for up to four (4) additional years provided, however, that either party may at any time during the life of this Agreement, or any extension thereof, terminate this Agreement by giving notice required in Section 15, in writing, to the other party of its intention to cancel. In addition to the termination provisions found under Section 15 below, if at any time or for any reason the grant is cancelled or terminated, or grant funds otherwise become unavailable, the City may terminate this Agreement immediately at its sole discretion. In the event the grant is extended beyond its initial five (5) year total term, this Agreement may be extended for additional terms past the four (4) additional years contemplated herein, at the sole discretion of the City.

4. Changes

Any proposed change in this Agreement shall be submitted to each other party for its prior written approval. If approved by all parties, a change will be made by an Agreement modification that will become effective upon execution by all of the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Agency Relationship between City and Contractor

ESD 105 and Comp HC shall, at all times, be independent contractors and not an agent or representative of City with regard to performance of the Services. ESD 105 and Comp HC shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall ESD 105 and Comp HC be authorized to enter into any agreement or undertaking for, or on, behalf of City.

6. Successors and Assigns

- a. Neither the City, ESD 105 nor Comp HC, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the prior written consent of the other.
- b. ESD 105 and Comp HC for themselves, their administrators, successors, and assigns, do hereby agree to the full performance of all the covenants herein contained.

7. Inspection and Production of Records

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve ESD 105 and Comp HC of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the

City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. ESD 105 and Comp HC shall provide the City sufficient, safe, and proper facilities, and/ or send copies of the requested documents to the City. ESD 105 and Comp HC records relating to the Services will be provided to the City upon the City's request.

b. ESD 105 and Comp HC shall promptly furnish the City with such information and records which are related to the Services of this Agreement as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation payable under this Agreement, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, ESD 105 and Comp HC shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of ESD 105 and Comp HC's books, documents, papers and records which are related to the Services performed by them under this Agreement.

c. All records relating to ESD 105 and Comp HC's services under this Agreement must be made available to the City, and the records relating to the Services are City of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to ESD 105 and Comp HC's services under this Agreement must be retained by ESD 105 and Comp HC for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.

d. The terms of this section shall survive any expiration or termination of this Agreement.

8. Compliance with Law

ESD 105 and Comp HC agrees to perform all Services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise, and in conformance with the SAMHSA grant requirements. ESD 105 and Comp HC shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

a. Procurement of a City Business License. ESD 105 and Comp HC must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license if they do not currently have such a license and a license is required under the Yakima Municipal Code.

b. ESD 105 and Comp HC must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW if required by state law.

c. ESD 105 and Comp HC must provide proof of a valid Washington Unified Business Identification (UBI) number. They must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06. 101 or 36. 12.065(3).

d. ESD 105 and Comp HC must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.

9. Nondiscrimination Provision

During the performance of this Agreement, ESD 105 and Comp HC agrees as follows: ESD 105 and Comp HC shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the ESD 105 and Comp HC's noncompliance with the non-discrimination clause of this Agreement or with any such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and ESD 105 and Comp HC may be declared ineligible for any future City contracts.

10. Pay Transparency Nondiscrimination Provision

ESD 105 and Comp HC will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with ESD 105 and Comp HC's legal duty to furnish information.

11. Indemnification and Hold Harmless

a. ESD 105 and Comp HC shall take all necessary precautions in performing the Services to prevent injury to persons or property. ESD 105 and Comp HC each agree to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, attorneys, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) which result or arise out of the sole negligent acts or omissions of ESD 105 and/or Comp HC, their officials, officers, employees or agents.

b. If any suit, judgment, action, claim or demand arises out of, or occurs in conjunction with, the negligent acts and/or omissions of ESD 105, Comp HC and the City, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Agreement, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.

c. ESD 105 and Comp HC Waiver of Employer's Immunity under Title 51 RCW. If any design or engineering work is done pursuant to this Agreement, ESD 105 and/or Comp HC intends that its indemnification, defense, and hold harmless obligations set forth above in Section 12 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy ESD 105 and/or Comp HC's indemnification, defense,

and hold harmless obligations set forth above in section 14(a), ESD 105 and/or Comp HC specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of ESD 105 and/or Comp HC against the City and its elected and appointed officials, officers, employees, attorneys, agents, and volunteers. The parties have mutually negotiated this waiver. ESD 105 and/or Comp HC shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by ESD 105 and/or Comp HC, and anyone for whose acts ESD 105 and/or Comp HC may be liable in connection with its performance of this Agreement, shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

d. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

e. The terms of this section shall survive any expiration or termination of this Agreement.

12. Contractor's Liability Insurance

Professional Liability: ESD 105 and/or Comp HC shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide the following minimum limits: \$2,000,000 per Claim.

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Agreement.

13. Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

14. Default

(a) Subject to extensions of time by mutual consent in writing, failure or delay by either party to perform any term or provision so this Agreement shall constitute a default. In the event of an alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than seven (7) business days notice, in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this seven (7) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

(b) After notice and expiration of the seven (7) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party may, at its option, institute legal proceedings pursuant to this Agreement or terminate this Agreement.

15. Termination

(a) This Agreement shall expire and be of no further force and effect at the end of its term if no provisions or agreement has been made to extend the Agreement.

(b) This Agreement shall be terminated immediately in the event the SAMHSA grant funding upon which this Agreement is based is revoked, suspended indefinitely, terminated or otherwise is unfunded.

- (c) This Agreement may be terminated pursuant to Section 14 if a default is not cured to the satisfaction of the City after appropriate notice and an opportunity to cure is provided.
- (d) This Agreement may be suspended in the event the SAMHSA grant funding upon which this Agreement is based is suspended for a specific amount of time. The parties may agree to suspend the terms and conditions of the contract until that time when the SAMHSA grant funding is again available. In the event the parties do not all agree to suspend this Agreement, then the Agreement shall be considered terminated.
- (e) In the event one party terminates this Agreement, the effect of the termination is that the entire Agreement is terminated with respect to all parties and all obligations.
- (f) Any party may terminate this Agreement with a thirty (30) day written notice to the other parties.

16. Inspection: Examination of Records

ESD 105 and Comp HC agrees to furnish the City with reasonable periodic reports and documents as it may request or as may be required by the SAMHSA grant and in such form as the City or the grant requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, shall be the responsibility of ESD 105 or Comp HC, and may be reimbursable.

The records relating to the services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve ESD 105 or Comp HC of responsibility for performance of the services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. ESD 105 and Comp HC shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

ESD 105 and Comp HC shall promptly respond to the City's request for documentation, data, records, or information necessary to comply with the SAMHSA grant or that has been requested by the SAMHSA grant administrators. ESD 105, Comp HC, and the City Shall work together to determine how best to provide data required by the grant, and as data requests are made under the grant.

17. Recordkeeping and Record Retention

ESD 105 and Comp HC shall establish and maintain adequate records of all expenditures incurred under this Agreement. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to or resulting from this Agreement held by documents applicable to this Agreement for a period of not less than six (6) years after final payment is made, or otherwise as required by federal law, state law, or the SAMHSA grant requirements.

18. Provision of Services

ESD 105 and Comp HC shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the City's satisfaction in compliance with the SAMHSA grant; the City decision in that regard shall be final and conclusive. The City may inspect, observe and examine the

performance of the services performed on the City premises at any time. The City may inspect, observe and examine the performance of ESD 105 and Comp HC's services at reasonable times, without notice, at any premises where services are provided.

ESD 105 and Comp HC shall be solely responsible for controlling the manner and means by which it and its employees or agents or its subcontractors, perform the services, and the ESD 105 and Comp HC shall observe, abide by, and perform all of its obligations in accordance with all legal requirements.

19. Assignment

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by ESD 105 or Comp HC to any other person or entity.

20. Severability

If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

21. Time Is of the Essence

Timely provision of the services required under this Agreement shall be of the essence of the Agreement, including the provision of the services within the time agreed or on a date specified herein.

22. Waiver of Breach

A waiver by any party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of any party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

23. Integration

This Agreement represents the entire understanding of the City, ESD 105 and Comp HC as to the matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by all parties.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

25. Venue

The venue for any judicial action to enforce or interpret this Agreement shall lie in a court of competent jurisdiction in Yakima County, Washington.

26. Authority

The person executing this Agreement, on behalf of the City, ESD 105 and Comp HC, represents and warrants that he/she has been fully authorized by the City, ESD 105 or Comp HC to execute this Agreement on its behalf and to legally bind the City, ESD 105 and Comp HC to all the terms, performances and provisions of this Agreement.

TO CITY:
Scott Schafer
Public Works Director
City of Yakima
129 North 2nd Street
Yakima, WA 98901

TO COMPREHENSIVE HEALTHCARE:
Chris Moore
Director of Children & Youth Intensive Services
402 South 4th Avenue
Yakima, WA 98902

TO EDUCATIONAL SERVICES DISTRICT 105:
Mike Closner
Director of Teaching & Learning
33 South Second Ave.
Yakima, WA 98902

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

COMPREHENSIVE HEALTHCARE

Alex Meyerhoff
Interim City Manager

Jodi Daly, PhD
President/CEO

Date: _____

Date: _____

(Print Name)

Educational Services District
Kevin Chase
Superintendent

Date: _____

(Print name)

Attest:

Sonya Claar Tee, City Clerk