



City of Seattle
Edward B. Murray, Mayor

Office of Immigrant and Refugee Affairs
Cuc Vu, Director

Contract/Amendment Processing for OIRA Service Agreements

Enclosed are two copies of the contract between your agency and the City of Seattle Office of Immigrant and Refugee Affairs.

The contract should be signed and dated on the Signature page. Keep the signed contract stamped "COPY" for your file and return the signed contract stamped "ORIGINAL" to:

Seattle Office of Immigrant and Refugee Affairs
Attn: Nhi Tran
600 Fourth Avenue, 6th Floor
PO Box 34215
Seattle, WA 98124-4745

Should you have any questions, please contact **Nhi Tran**, at Nhi.Tran@seattle.gov or 206.233.7084.

Enclosures



City of Seattle

Office of Immigrant and Refugee Affairs

600 Fourth Avenue, 6th Floor
Seattle, Washington 98124-4745
206.233.7084

AGENCY SERVICES AGREEMENT

PROJECT NAME: New Citizen Program

FUND SOURCES: OIRA New Citizen Program

This Agency Services Agreement ("Agreement") is made between The City of Seattle (hereinafter "City"), acting through its Director of the Office of Immigrant and Refugee Affairs (hereinafter "Director"), and «**Contract_Contractor**» (hereinafter "Agency").

These terms and conditions of this Agreement shall govern the contractual relationship between the City and the Agency.

In consideration of the mutual covenants, promises and consideration set forth in this Agreement, the parties agree as follows:

I. SERVICES RENDERED

Section 100. Term and Scope of Services

Throughout the term of this Agreement, which shall begin on «**Contract_StartDateText**» and terminate on «**Contract_EndDateText**», the Agency shall provide the City with the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto. Such services shall at all times be provided on a basis satisfactory to the Director, and shall at a minimum be consistent with the goals and objectives set forth in Exhibit A-1 and the minimum performance standards set forth in Exhibit A-2, both of which exhibits are attached hereto and incorporated herein by this reference.

Section 110. Identification of Services

In all communications with members of the public and recipients of services provided, the Agency shall identify the services as funded by the City of Seattle Office of Immigrant and Refugee Affairs. Agency shall also post a notice to this effect in a prominent place at each Agency location where such services are provided. Additionally, Agency shall provide any additional information the City may require regarding the City program or policy under which the services are provided. The City reserves the right to approve the content of any communications or notices referencing the City or its funding sources.

II. PAYMENT, RECORDS AND AUDIT

Section 200. Payment

The City shall compensate the Agency according to the Contract Budget and Payment attached as Exhibit B for satisfactory performance of the scope and range of services identified in the attached exhibits; provided, however, that in no event shall the total compensation provided to the Agency by the City hereunder exceed the sum of «Contract_AmountText» («Contract_AmountNumerical»).

Section 210. Method of Payment

All payments to the Agency for services satisfactorily performed pursuant to this agreement will be made directly to the Agency, and directed to the attention of the individual or organization specified on the **Contract Payment Authorization Form** (Attachment 7), unless the Agency requests otherwise. As a condition to payment for services performed, the Agency shall submit properly executed invoices and such accompanying performance reports and/or work statements as required by the Reporting Requirements. All invoices, performance reports and work statements shall bear the Agency's name and address and the Services Agreement contract number. Invoices must be signed by an authorized representative of the Agency, who shall verify that the invoiced services have been performed.

Section 220. Reports and Information

The Agency shall timely furnish the City with (a) the reports and other information required under the Goals and Objectives attached as Exhibit A-1 and the Reporting Requirements attached as Exhibit A-3; and (b) such other reports and information as may be requested by the Director related to this Agreement or the services provided hereunder with Program funds, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives set forth in Exhibit A-1, Goals and Objectives. The City may withhold payments otherwise due to the Agency pending timely delivery of all such reports and information.

Within thirty (30) days following the completion of all other services provided by the Agency under this Agreement, the Agency shall submit to the City a "Year-End Expenditure Report" in a form and on a basis satisfactory to the City, summarizing revenues and expenditures under this project. The City may withhold final payment to the Agency pending timely delivery of such report.

Section 230. Documentation of Costs

All costs incurred by the Agency in connection with this Agreement shall be supported by properly executed payrolls, time records, invoices, vouchers, records of service delivery or other official documentation, evidencing in proper detail the nature and reasonableness of such costs and any associated requests for reimbursement by the City when provided for under this Agreement. All payments by the Agency relating to the services provided under this Agreement shall be sequentially recorded in the Agency's accounting records by date, check or instrument number; amount; vendor description of the items or services procured; and budget item related to the disbursement. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible for review by the City. Such records and documents shall be retained for a

period of six (6) years after receipt of final payment under this Agreement; provided, that for any records and documents that are the subject of audit findings, those records shall be maintained for either six years following final payment or until the audit findings are resolved, whichever is longer.

Section 240. Record and Fiscal Control System

The Agency shall maintain accurate and complete financial records and fiscal control systems in a manner that meets the approval of the Director, the Seattle City Auditor and the Washington State Auditor. The Agency shall maintain records to adequately identify the funding source and application of all received funds in connection with the services provided under this Agreement. The Agency shall maintain personnel and payroll records, including records demonstrating withholding of income taxes, payment of employment (social security), unemployment compensation, industrial insurance (worker's compensation), and other taxes as may be due. The Agency shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes, including when requested by the City, fidelity bonding of personnel with fiscal responsibilities. All funds relating to this Agreement shall be deposited in an account with a commercial bank, and any disbursement shall be made by check or other document drawn on the account. Any distributions of funds to the Agency from a Trust which holds reserves under a self-insurance program for unemployment compensation or worker's compensation, shall be returned to the City within thirty (30) days of such distribution in proportion to the funds derived from the City and paid into the Trust reserve.

Section 250. Access to Records; Audits

The City, its designated agents and funding entities, shall have access at any time during normal business hours and as often as necessary to any bank account and Agency books, records, documents, accounts, files, reports, and other property and papers of the Agency relating to the services to be provided under any Project Services Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

The Agency shall submit to the City copies of any audit, accompanying management letter, review or contractor report of funds administered by the Agency that was conducted at the direction of any third party or the Agency's Board of Directors. Any such document shall be submitted to the City within thirty (30) days after the Agency receives the report.

1. If the Agency expends City contracted funds totaling \$50,000 but less than \$300,000 per fiscal year under this Agreement, the Agency shall submit to the City an audit report or a financial statement review by an independent Certified Public Accountant (CPA). This audit or review shall be completed at least every two (2) years, and cover one (1) year at a minimum. The report shall be submitted to the City within thirty (30) days after the Agency receives the report, but not later than six (6) months after the close of the fiscal year being reviewed, whichever occurs first (unless otherwise approved by the City).
2. If the Agency expends City contracted funds totaling \$300,000, but expends less than \$750,000 of Federal funds from all sources per fiscal year under this Agreement, the Agency shall submit to the City a financial statement audit in

accordance with Government Auditing Standards ("Yellow Book" Audit). An audit in compliance with Federal Office of Management and Budget (OMB) Federal Omni Circular Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule would also be acceptable. This audit shall be prepared by an independent CPA in accordance with governmental auditing procedures. The audit will normally cover a one-year period, unless otherwise directed by the City. The audit shall be completed every year and the audit scope at a minimum shall include 50% of funds received from the City (selection determined by the CPA). The audit shall be submitted to the City within thirty (30) days after receipt by the Agency, but not later than six (6) months after the close of the Agency's fiscal year, whichever occurs first (unless otherwise approved by the City).

3. Agencies with expenditures of \$750,000 or more in federal direct or indirect funds from all sources in a fiscal year are required by federal policy to comply with the provisions of the Federal Omni Circular Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. This audit shall be completed every year, in accordance with Federal Omni Circular Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. The audit shall be submitted to the City within thirty (30) days after receipt by the Agency, but not later than six (6) months after the close of the Agency fiscal year, whichever occurs first (unless otherwise approved by the City). The audit requirements of this Section 250.3 apply to any Agency expending \$750,000 or more in federal direct or indirect funds from all sources regardless of the amount of City-contracted funds expended by an Agency in any fiscal year.

Additional audit or review requirements may be imposed by funding sources and the Agency will be required to comply with such requirements.

Section 260. Notice Affecting Performance

The Agency shall notify the City of any matters that could adversely affect the Agency's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after the Agency's discovery of the same.

Section 270. Excess Revenue

Should the actual final cost of performance as shown in the final program expenditure report prove to be less than the cost estimate used to establish the budget and/or unit rate and reimbursements from the City exceed actual program expenditures by 10% or more than \$10,000, the City may unilaterally reduce the unit rate or reimbursement and/or require that the Agency submit a plan stating how such excess program revenues will be applied to program purposes. Any such plan must be approved in writing by the City and will include a report or reports on the use of such revenue.

Section 280. Prompt Pay

An invoice is considered received when it is date-stamped at point of entry into the department. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received. A payment is considered made on the day it is mailed or is available. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate

supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

Prompt Payment to Agency:

1. Timely Payment: Except as provided otherwise herein, payment for an invoice will be made to the Agency within thirty (30) calendar days of receipt of the invoice.
2. Disputed Items: The City may withhold payment for disputed items. The City will promptly notify the Agency in writing, outlining the disputed items, the amount withheld and actions the Agency must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Agency may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
3. Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

Prompt Payment to Subcontractors or Subconsultants:

1. Cut-Off Date: Except as provided otherwise herein, payment for an invoice will be made to a subconsultant within thirty (30) calendar days of receipt by the Consultant. The Consultant may establish a monthly cut-off date of (to be established by Prime) that subconsultants must submit an invoice in order to assure 30-day payment.
2. Disputed Items: The Agency may withhold payment for disputed items. The Agency will promptly notify the subconsultant in writing, outlining disputed items, the amount withheld and actions the subconsultant must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subconsultant can request partial payment for the approved amounts, or that the Agency delay their entire payment until a revised invoice is submitted to and accepted by the Agency. The Agency shall pay the revised invoice within thirty (30) calendar days of receipt.
3. Flow-Down Clauses: The Agency shall require this provision in each subcontract of any tier.

Section 290. Taxes, Fees, and Licenses

1. The Agency shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Agency's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
2. Where required by state statute, ordinance or regulation, the Agency shall pay and maintain in current status all taxes necessary for performance. The Agency shall

not charge the City for federal excise taxes. The City will furnish the Agency an exemption certificate where appropriate.

3. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

III. MANNER OF PERFORMANCE

Section 300. Quality of Performance

The Agency shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The Director shall determine whether services provided by the Agency pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, the Director determines services being provided by the Agency are not satisfactory, the Agency shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the Director's discretion.

Section 310. Compliance with Law

The Agency, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Agency shall specifically comply with the following requirements of this section.

Section 320. Non-Discrimination/Equal Benefits

The Agency shall comply with the following non-discrimination and equal opportunity provisions mandated by federal and state laws and City ordinance.

- A. *Assurance of Compliance with Title VI of the Civil Rights Act of 1964 & Section 504 of the Rehabilitation Act of 1973*: The Agency will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d et. seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving federal financial assistance and Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance. The Agency agrees that compliance with this subsection constitutes a condition of continued receipt of federal financial assistance and that it is binding upon the applicant, its successors, transferees and assignees for the period during which such assistance is provided. The Agency further assures that all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits in connection with programs or activities are not discriminating in violation of the above statutes, regulations, guidelines and standards. In the event of failure to comply, the Agency understands that this and any other Services Agreement can be terminated and the Agency denied the right to receive further assistance.
- B. *Americans with Disabilities Act*: Specific attention by the Agency is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and

47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- C. City of Seattle Ordinance: The Agency shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Agency shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection for training, including apprenticeship.
- D. Compliance with Seattle Municipal Code (SMC) Ch. 14.10, 20.42 & 20.70: The Agency by executing this Agreement is affirming that the Agency complies with all applicable federal, state and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the Agency may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70.
- E. Subcontractors to comply with provisions of Section 410: The provisions of this Section 410 shall be inserted in any subcontracts for the work covered by a Project Services Agreement.
- F. Compliance with SMC Ch. 20.45: The Agency shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Agency is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Agency provides to its employees with spouses. At the City's request, the Agency shall provide complete

information and verification of the Agency's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. Any violation of SMC Ch. 20.45 shall be a material breach of Contract for which the City may: (1) Require the Agency to pay liquidated damages for each day that the Agency is in violation of SMC Ch. 20.45 during the term of the Contract; or (2) terminate the Contract; or (3) Disqualify the Agency from bidding on or being awarded a City contract for a period of up to five (5) years; or (4) Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder, or as provided in this Agreement.

G. *Non-Discrimination in Client Services*: The Agency shall not deny an otherwise qualified individual any services or other benefits provided under the Project Services Agreement on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, political ideology, ancestry, or the presence of any sensory, mental or physical handicap. The Agency shall not discriminate on any of the foregoing grounds in the awarding of any contract, in the provision of services, or in other activities made possible by the Project Services Agreement. This prohibition also applies to discriminatory use of any criteria or methods of administration in determining:

1. The types of services or other benefits to be provided to an individual;
2. The class of individuals to whom, or the situation in which, such services or other benefits will be provided; or
3. The class of individuals to be afforded an opportunity to participate – any of which may have an effect of subjecting individuals to discrimination on the prohibited grounds or may have the effect of defeating or substantially impairing their opportunities.

Section 330. Affirmative Efforts to Use Women and Minority Business Enterprises

- A. *Affirmative Efforts in Subcontracting*: The Agency shall take affirmative efforts to promote and seek inclusion of woman and minority businesses (WMBE) on any subcontracting opportunities as a condition of this Agreement. A woman or minority business is one that self-identifies as at least 51% woman-or minority-owned, and may, but is not required to be, certified by the State of Washington.
- B. *Affirmative Efforts in Outreach*: Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
- C. *Record-Keeping*: The Agency shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Agency solicitations to subcontractors and suppliers, all

contractor and supplier proposals received, and all subcontractors and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.

- D. Work Environment: The Agency shall ensure that all employees, particularly supervisors, are aware of and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women or WMBE businesses.
- E. Non-Discrimination: The Agency shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- F. Sanctions for Violation: Any violation of this section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Agency may be subject to damages and sanctions provided for by the Agreement and by applicable law. Agencies found to be in violation of the requirements may be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

Section 340. Prohibited Interlinkings

No person shall, as a condition to receiving services from the Agency funded by the City through this Agreement, be required to do any of the following: (1) pay any fees other than those contemplated and included by specific reference in Agreement; (2) secure a membership in the Agency or an affiliated organization; (3) be solicited to attend a religious service or subjected to religious instruction; nor (4) be subjected to discrimination in receipt of Agency's services under the Agreement on account of a failure to make extra payments or to participate in such Agency activities.

Section 350. Contractual Relationship

The relationship of the Agency to the City by reason of this Agreement shall be that of an independent contractor, and the Agency agrees that no employee of the Agency shall be deemed or claimed to be an employee of the City for any purpose. This Agreement does not authorize the Agency to act as the agent or legal representative of the City for any purpose whatsoever. The Agency is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

Section 360. Grievances by Participants

The Agency will establish a system through which applicants for and recipients of services under the Agreement may present grievances about the activities of the Agency or any of the Agency's subcontractors. The agency shall maintain documentation of all grievances filed against the program including, but not limited to, name of the person filing the grievance, date the grievance is filed, nature of the grievance, outcome of the grievance, and the date of resolution.

Section 370. Community Good Neighbor Agreements

At the request of the City, an Agency will enter into a Community Good Neighbor Agreement (CGNA) with and subject to the approval of the City if crime, nuisance, and/or disruptive activity associated with the Agency's presence in an area emerges and continues in and around the Agency's program site(s). The Agency must develop and obtain the City's approval of the CGNA within 90 days of the City's request. The City will provide the Agency with technical assistance on the development of this agreement and be responsible for approving the agreement. The purpose of any such agreement is to foster improved public safety and to augment efforts by the City and the community to reduce crime, nuisance activity, and/or disruptive activity in and around the Agency's program site(s). The City retains the right to withhold payments on or terminate a Project Service Agreement(s) if the Agency does not enter into a satisfactory CGNA within 90 days of the request or implement the CGNA to the City's satisfaction.

Section 380. City Ethics Code (SMC 4.16010 TO .105)

1. The Agency shall promptly notify the City in writing of any person expected to be an Agency Worker (including any employee, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
2. The Agency shall ensure compliance with the City Ethics Code by any Agency Worker when the Work or matter related to the Work is performed by an Agency Worker who has been a City officer or employee within the past two years.
3. The Agency shall provide written notice to the City of any Agency Worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Agency and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Agency shall advise their Agency Workers.
4. The Agency shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Agency. Promotional items worth less than \$25 may be distributed by the Agency to City employees if the Agency uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

Section 390. No Conflict of Interest

The Agency confirms that the Agency or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the agency selection, negotiation, drafting, signing, administration or evaluation of the Agency's work. As used in this Section, the term Agency worker includes any worker of

the Agency who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

IV. INDEMNIFICATION AND INSURANCE

Section 400. Indemnification

The agency shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

1. The sole negligence or willful misconduct of the Agency, its officers, employees, agents or subcontractors;
2. The concurrent negligence of the Agency, its officers, employees, agents or subcontractors but only to the extent of the negligence of the Agency, its officers, employees, agents or subcontractors;
3. The negligent performance or non-performance of the contract by the Agency; or
4. The use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

The Agency waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

AGENCY AND CITY ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION PROVISIONS OF THIS SECTION 400.

Section 410. Insurance

A. *Insurance Requirements:* The Agency shall file with the City of Seattle Office of Immigrant and Refugee Affairs acceptable evidence of a policy or policies of insurance as specified below. Such insurance must: (1) protect the City within the policy limits from claims and risks arising out of or in connection with activities performed by the Agency under this Agreement; (2) be maintained in full force and effect throughout the entire term of the Agreement; (3) include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability under general, business or premises liability per the ISO CG 20 10 11 85 or equivalent designated or blanket additional insured provision of the policy; and (4) include a "Separation of Insureds" or "Severability of Interests" clause. The Agency's insurance shall be primary and non-contributory to any coverage maintained by the City. The limits of such insurance as specified herein are minimum limits only and shall not limit the liability of Agency or any of its insurers under this Agreement.

Said insurance shall not be cancelled without thirty (30) days prior written notice to the City, except for ten (10) days for non-payment of premiums. The Agency shall promptly notify the City if there is any material reduction in the levels of insurance coverages and/or limits of any insurance coverage as may be required under this Agreement.

Such insurance shall include at a minimum:

1. Commercial General Liability ("CGL") Insurance (CGL) insurance, including:

Premises/Operations
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Products/Completed Operations
Stop Gap/Employers Liability

Said insurance must provide a minimum limit of liability of \$2,000,000 each occurrence combined single limit bodily injury and property damage (CSL) except:

\$1,000,000 Personal /Advertising Injury
\$1,000,000 each Accident/Disease Stop Gap/Employers Liability
\$1,000,000 General Aggregate

2. Automobile Liability Insurance for any automobile used in connection with any services provided under any contract with the City, including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of liability of \$1,000,000 CSL.
3. Professional Liability Insurance where professional services are provided under any contract with the City with a minimum limit of liability of \$1,000,000 each claim.
4. Workers' Compensation: The Agency must meet State of Washington workers' compensation insurance requirements.

B. Self-Insurance: If the Agency is self-insured for any of the risks for which insurance is required, the Agency shall so indicate in a letter signed by an authorized representative of the Agency, indicating the fund limits and whether the self-insurance is actuarially funded, along with acceptable evidence of excess insurance as described above required to meet the requirements of this Agreement. All self-insurance is subject to the City's prior approval and the City reserves the right to request documentation in addition to that stated in this paragraph to determine the acceptability of any self-insurance.

C. Subcontractors: The Agency shall require each of its subcontractors to name The City of Seattle as an additional insured for primary and non-contributory limits of liability

on any liability and property insurance maintained with regard to the services performed under this Agreement. All such insurance policies shall be made available to the City for inspection upon request.

- D. Insurance Policy Rating: All insurance shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless issued as surplus lines by a Washington State licensed surplus lines insurance broker and shall be subject to approval by the City.
- E. Evidence of Insurance Coverage: A certificate of insurance demonstrating compliance with the minimum levels of coverages, limits of liability and terms and conditions as stated herein shall be provided to the Program Specialist and an electronic copy shall be provided to the Seattle Office of Immigrant and Refugee Affairs by email at Nhi.Tran@seattle.gov.

V. GENERAL CONDITIONS

Section 500. Other Legal Requirements

- A. General Requirement. The Agency, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Agency shall specifically comply with the following requirements of this section.
- B. Licenses and Similar Authorizations. The Agency, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, including a City of Seattle Business license, permits, and similar legal authorizations and comply with all requirements thereof.
- C. Use of Recycled Content Paper. Whenever practicable, the Agency shall use reusable products including recycled content paper on all documents submitted to the City. The Agency is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable. The Agency is to use 100% post-consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.
- D. Restrictions on Lobbying: The Agency certifies that no state or federal appropriated funds have been or will be paid by or on behalf of the Agency to any person for influencing or attempting to influence an officer or an employee of a state or federal agency or a member of Congress or the State Legislature in connection with awarding any state or federal contract, grant, loan or cooperative agreement, and the extension, continuation, renewal, amendment or modification of any state or federal contract, loan or cooperative agreement. If any funds other than state or federal appropriated funds have or will be paid for the purposes stated above, the Agency must file a disclosure form in accordance with 45 CFR, Section 93.110.

Section 510. Identity of Program Participants/Benefits Recipients

The use or disclosure by any party of any identifying information concerning the identity of any participant in the program(s), or any of the services or benefits provided under this Agreement for any purpose not directly connected with the administration of the City's or Agency's responsibilities with respect to services provided under this Agreement, is prohibited except on written consent of the participant or recipient or client, his or her attorney, or responsible parent or guardian.

Section 520. Intellectual Property Rights

- A. Patents: The Agency hereby assigns to the City all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of services under the Project Services Agreement or any subcontract hereunder. Notwithstanding the above, the Agency does not convey to the City, nor does the City obtain, any right to any document or material utilized by Agency that was created or produced separate from the Agreement or was preexisting material (not already owned by the City), provided that the Agency has clearly identified in writing such material as preexisting prior to commencement of the Agreement. To the extent that preexisting materials are incorporated into the Agreement, the Agency grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the work detailed in the Agreement.
- B. Copyrights: The Agency shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Agency in connection with the Agreement whether or not the work is completed. The Agency grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Agency for the City under this agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the Agreement, shall be promptly delivered to the City. The City may make and retain copies of such documents for its information and reference. The Agency does not represent or warrant that such documents are suitable for reuse by the City, or others, on extensions of the project, or on any other project.

Section 530. Changes

Should the Agency not expend funds allocated under this Agreement in accordance with any Project Expenditure Rate that may have been established as part of the Contract Budget, the City may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. Similarly, changes to the City's Agreement numbering system, fund source or coding may also be made unilaterally by the City and without the need for amendment of this Agreement. The Agency shall be notified in writing of any changes in the Agreement number, fund source or coding assigned by the City; provided, however, that the total compensation allocated by the City

through this Agreement does not change. Any other changes to the terms and conditions of this Agreement shall not be effective until agreed to in writing by the authorized representatives of the parties hereto.

Section 540. Assignment and Subcontracting

The Agency shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Agency shall incorporate by reference all the terms of this Agreement and any procurement procedures required by the City, the State of Washington or the United States, except as otherwise provided. The Agency shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The Agency shall not subcontract with any party which is debarred, suspended or otherwise excluded from, or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The City's consent to any assignment or subcontract shall not release the Agency from liability under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

Section 550. Termination and Suspension

- A. *For Cause.* The City may terminate this Agreement if the Agency is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. *For Reasons Beyond Control of Parties.* Neither the City nor the Agency shall be deemed in default nor be liable for damages arising from its failure to perform its obligations under any Agreement if performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout, except labor disputes involving the Agency's own employees; sabotage; or superior governmental regulation or control. If either party is rendered wholly or partly unable to perform its material obligations under this Agreement for reasons described under this subsection for a period of time exceeding thirty (30) days, then either party may terminate this Agreement upon written notice to the other.
- C. *Loss of Funds.* In the event that, for any reason, federal, state or local funds allocated to or by the City for services contracted under this Agreement are or become no longer available to the City for the purpose of conducting the program/project or compensating the Agency, the City may suspend without recourse the Agency's obligation to render services to the City and the City's obligation to pay for further services, by providing written notice to the Agency specifying the effective period of such suspension.
- D. *For City's Convenience:* The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Agency.

- E. *Notice*. Notice of termination shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- F. *Actions Upon Termination*. In the event of termination is not the fault of the Agency, the Agency shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under this Agreement. The Agency agrees that this payment shall fully and adequately compensate the Agency and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Section 560. Debarment

By signing this Agreement, the Agency certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal (Executive Order 12549), state, or city department or agency. The Agency also agrees to include the above requirement in any and all subcontracts in which it enters. The Agency shall immediately notify the City if it becomes debarred.

In accordance with SMC Ch. 20.70, the Director of the Department of Finance and Administrative and Administrative Services ("FAS Director") or his/her designee may debar an Agency and prevent the Agency from entering into a contract with the City or from acting as a subcontractor on any contract with the City for up to five (5) years after determining that any of the following reasons exist:

1. The Agency has provided deficient, inadequate, or substandard performance on three or more City Contracts.
2. The Agency has failed to comply with City ordinances or Project Services Agreement terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, or equal benefits.
3. The Agency has abandoned, surrendered, or failed to complete or to perform work on or in connection with a Project Services Agreement.
4. The Agency has failed to comply with Project Services Agreement provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
5. The Agency has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Project Services Agreement.
6. The Agency has colluded with another firm to restrain competition.

7. The Agency has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
8. The Agency has failed to cooperate in a City debarment investigation.
9. The Agency has failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The FAS Director or his/her designee may issue an Order of Debarment in accordance with the procedures specified in SMC 20.70.050. The rights and remedies of the City under these debarment provisions are in addition to any other rights and remedies provided by law or under the Agreement.

Section 570. Key Persons

The Agency shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Agency's employment, the Agency shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Agency from its obligations under this Agreement.

Section 580. Miscellaneous Provisions

- A. Amendments: Should the Agency not expend funds allocated under this Agreement in accordance with the Project Expenditure Rate, if such rate be established in the Budget of this Agreement, the City may recapture and reprogram under-expenditures by unilateral amendment. Revisions to the cost per unit of service specifically permitted in the Agreement, or changes in the Agreement number, fund source or coding as assigned by the City need not be incorporated by written amendment. No other alteration or variation of the terms of, or departure from, or change authorized in the performance contemplated by this Agreement shall be valid unless made by formal written amendment and signed by authorized representatives of both parties.
- B. Future Support: The City makes no commitment of future Agency support and assumes no obligation for future support of the services and activities contracted for under this Agreement except as may be specifically provided for therein.
- C. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.
- D. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- E. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

- F. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- G. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- H. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Agency after the time the same shall have become due nor payment to the Agency shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.
- I. Entire Agreement: This Agreement, including all exhibits constitutes the entire Agency Services Agreement between the parties. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, employee or associate of the Agency shall affect or modify any of the terms or obligations contained in this Agreement.
- J. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- K. Errors and Omissions, Corrections: The Agency is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Agency under this Agreement. The Agency, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.
- L. Expansion for New Work: This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or the Agency at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The

City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

VI. SPECIAL CONDITIONS

Section 600.

None.

VII. SIGNATURES

Section 700. Entire Agreement

This Agreement consists of thirty (30) sections, including any Special Conditions referenced in Section 600, together with the following attached exhibits all of which shall be maintained by the City and subject to review by the Agency. This Agreement and the exhibits set forth below contain the entire Agreement of the parties:

- EXHIBIT A-1, GOALS AND OBJECTIVES
- EXHIBIT A-2, PERFORMANCE STANDARDS
- EXHIBIT A-3, REPORTING REQUIREMENTS
- EXHIBIT B, BUDGET AND PAYMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

AGENCY

THE CITY OF SEATTLE

By or on behalf of

By or on behalf of

Name (Typed)

Cuc Vu

Name (Typed)

**Director, Office of Immigrant and
Refugee Affairs**

Title

Title

Date

Date

«Contract_MailingAddressStreet»
Address

«Contract_MailingAddressCity»,

«Contract_MailingAddressState»

«Contract_MailingAddressZip»
City, State, Zip Code

«Contract_MailingPhone»
Phone Number (Include Area Code)

«Contract_MailingEmail»
E-Mail Address (Required)

EXHIBIT A-1 GOALS AND OBJECTIVES

INTRODUCTION

The mission of the Office of Immigrant and Refugee Affairs (OIRA) is to improve the lives of Seattle's immigrant and refugee residents. OIRA strives to achieve this vision by engaging immigrant and refugee communities in decisions about the City's future and improving the City's programs and services.

OIRA's programs are designed to meet the pressing needs of Seattle's immigrant and refugee residents, and to facilitate their successful integration into all aspects of life in the City – social, cultural, civic, and economic. OIRA works towards delivering tangible improvements in the daily lives of immigrants and refugees and towards creating a vibrant City that embraces and celebrates its residents, establishing Seattle as a leader in immigrant integration. Key programs include:

- **New Citizen Campaign:** helps eligible Seattle residents naturalize and become civically engaged.
- **Ready to Work:** provides ESL and jobs readiness training for those who have tremendous language barriers.
- **Immigrant Family Institute:** builds understanding and trust between Seattle's refugee communities and Seattle Police Department.
- **Language Access:** ensures that the City's programs and services are available in the languages that Seattle residents need.
- **Ethnic Media Program:** communicates important information about the City's programs and initiatives utilizing ethnic media channels.

OIRA's New Citizen Program is part of the New Citizen Campaign, which is a city-wide effort to increase the numbers of immigrants and refugees who naturalize and participate in civic processes.

PROGRAM DESCRIPTION

The New Citizen Program (NCP) is a consortium of community-based agencies that provide free naturalization assistance and support to immigrants and refugees living in Seattle and Washington State. NCP services include screening for enrollment and citizenship eligibility, assessment of English language skills to pass the oral and written citizenship exam, citizenship instruction, assistance with the completion and submission of citizenship applications, disability and fee waivers, referrals for legal assistance, follow-up on results of the naturalization applications, and interviews and other services as needed.

Naturalization completion is achieved when participants successfully pass the U.S. Citizenship and Immigration Services (USCIS) citizenship exam, take the citizenship oath, and receive a naturalization certificate. Follow-up services are provided by the agencies to collect the date of naturalization, certificate numbers or copy of a valid U.S. passport, or a copy of the USCIS oath appointment notice.

Citizenship instruction is provided through classes and/or individual tutoring to prepare participants for the naturalization interview. Instruction will include lessons in U.S. history

and government, mock interview practice, review of the standard USCIS questions, and general preparation for the interview.

Services are coordinated between NCP agencies to prevent duplication and ensure services meet the needs of the participants.

PRIORITY POPULATIONS FOR SERVICES

Services will be prioritized for eligible individuals with a need for U.S. citizenship that will immediately impact their livelihood, family security or other vital opportunities. Priority individuals include:

- Outreach participants:
 - Refugees who arrived in the United States on or after August 22, 1996, currently receiving Supplemental Security Income (SSI), have been in the US for at least 4 years and have not naturalized;
 - Refugees receiving Aged, Blind, or Disabled (ABD) assistance; or
 - Lawful Permanent Residents receiving ABD and have not met the federal forty (40) work quarters to qualify for SSI.
- Parents with children under age 18 who are not U.S. citizens.
- Victims of domestic violence and/or human trafficking.

The Agency must focus services on eligible participants from the immigrant and refugee communities in Seattle and King County. Outreach efforts and services will be directed towards legal non-citizen refugees and immigrants who are low-income individuals residing in the City of Seattle, residents of the Seattle Housing Authority and/or individuals receiving public assistance in Washington State.

PROGRAM ELIGIBILITY

Eligible participants for citizenship application assistance and instruction are non-citizen immigrants and refugees who:

- Are recipients of SSI or other State-funded benefits;
- Are City of Seattle residents and verified as low-income, defined as at or below 50% of the HUD median income (see Attachment 5 for income guidelines);
- Are literate in the English language or qualify for the exemption of the English language requirement of the citizenship exam;
- Meet the USCIS eligibility requirements to apply for citizenship which includes, but is not limited to:
 - 18 years of age or older;
 - Legal Permanent Resident for five years (three years if married to a U.S. citizen);
 - Good moral character;
 - Residency in Washington State or USCIS district for at least three months or more;
 - Basic knowledge of U.S. history, government, and civics; and

- Attachment to the principles and ideals of the U.S. Constitution.

All participants must be screened and assessed for eligibility before any services are provided. Participants will be advised to seek legal help prior to applying for naturalization when moral or legal issues exist.

PERFORMANCE COMMITMENTS

By investing in «**Contract_Contractor**»’s citizenship program, OIRA expects to assist eligible participants become naturalized U.S. citizens by achieving the following performance commitments.

Performance Commitments*	Goals	Verification
#1: Outreach Enrollment		Documentation of entry status, arrival date, ABD or SSI, LPR status, and federal work quarter number.
#2: Disability Waiver Exception		A signed copy of the submitted disability waiver application.
#3: Naturalization Completion		Naturalization certificate number, a copy of a valid U.S. passport or a copy of the USCIS oath appointment.
#4: Outreach Naturalization Completion		Naturalization certificate number, a copy of a valid U.S. passport or a copy of the USCIS oath appointment.

*Bolted performance commitments indicate contract payment points.

Milestones	Goals	Verification
#1: State Eligible Participants		DSHS letter showing the participant is receiving State-funded public benefits.
#2: Low-Income City Participants		Proof of income and residency.
#3: SHA Participants		Proof of residency.
#4: Hours of Instruction Provided		Instruction Sign-In Sheet.
#5: Interview Preparation		Client Progress Notes.
#6: Interview Assistance		Client Progress Notes.
#7: N-400 Application Assistance		A signed copy of the submitted N-400 application.
#8: Fee Waiver Assistance		A signed copy of the submitted fee waiver application.

EXHIBIT A-2 PERFORMANCE STANDARDS

The Agency shall carry out this Agreement in accordance with the following performance standards:

1. The NCP Program Specialist, Nhi Tran, or her successor, shall provide the Agency assistance and guidance in the performance of the contract, and work with the Agency to support the achievement of the milestones and performance commitment.
2. The Agency lead, **(Insert name here)**, is responsible for communicating with the City's Program Specialist regarding program progress and performance.
3. The Agency shall establish and operate according to policies and procedures that align with expectations set forth by the City of Seattle as well as any other investor and/or authority or entity (i.e. State of Washington, King County, etc.).
4. The Agency shall notify Nhi Tran of all staff changes affecting the program funded through this contract within seven (7) days of the resignation, firing or any other change. A plan for replacing the staff person including a timeline will be submitted to the City within fourteen (14) days of the resignation, firing or any other change. This will include the names of the staff involved in and/or impacted by staff changes (see Attachment 8).
5. The Agency shall not require individuals who are eligible for services under the terms of this contract to participate in other Agency services or programs as a prerequisite to receiving services under this Agreement.
6. The Agency shall provide information and referral to other appropriate agencies if clients cannot be served by the Agency.
7. The Agency will provide services in a community-based environment that is safe, affirming, and supports the needs and strengths of youth and of all genders, races, ethnicities, nationalities, sexual orientations, cultures, abilities, backgrounds, and family structures (Attachment 6). Agency's practices will:
 - Respect all languages, cultures and religions; and
 - Provide services that ensure dignity and respect for all program participants.
8. The Agency may not require individuals to participate in religious activities such as prayer or religious services as a condition of receiving services with City funds.
9. The Agency staff must attend and participate in the quarterly NCP Consortium meetings and/or trainings. Agency must notify the Program Specialist if staff is unable to attend the meeting and/or training.
10. The Program Specialist shall provide assistance and guidance in the performance of this contract to ensure achievement of the performance outcome and milestone goals.

The Agency may contact the Program Specialist at 206.233.7084 with concerns or feedback regarding the program or the process for working with the City of Seattle.

11. The Program Specialist will conduct two (2) random and/or scheduled program site visits and reviews to ensure Agency's services are in compliance with contract terms and conditions. Program site visits may include discussions with the manager, lead staff, participants, technical assistance, observation of services, review of personnel records, and/or review of participant files and other service documentation. The Agency shall allow the Program Specialist to inspect any and all records that are related to the performance of and compliance with this contract.
12. The Agency will comply with all applicable federal, state, and municipal laws and regulations.
13. The Agency shall complete an initial, national, ten-year criminal background check on all staff and subcontractors prior to hire and the Washington State background check annually thereafter, for all staff working in the program who may have unsupervised access to program participants. Volunteers must have a seven-year national background check and the Washington State background check annually thereafter. Volunteers assisting with service along with Agency staff who do not have unsupervised access to program participants are exempt from the background check requirement described in this paragraph. The same would be true for any staff that is supporting the program but does not have unsupervised access to program participants.

Background checks are to be completed annually from the date of hire for each individual. If the scope of volunteer or employment activities requires driving program participants, the background check shall include a review and copy of the individual's abstract of driving record from the department of licensing. These background checks shall be kept in the personnel file, volunteer file or with the contract for services and available for review at any time by the Seattle Office of Immigrant and Refugee Affairs. The Agency will maintain policies and procedures of their hiring process regarding background checks and have them available for review during site visits (Attachment 14).

14. If the Agency fails to comply with the administrative requirements of this contract which include, but are not limited to the following: 1) complete and timely submission of reports and invoices; and 2) adequate record keeping:
 - The Program Specialist will notify the Agency and provide technical assistance and best practice ideas to assist the Agency in becoming compliant with the contract's administrative requirements;
 - If the Agency fails to comply with the contract's administrative requirements for two (2) consecutive months, immediate actions will follow:
 - The Program Specialist will notify the Agency.
 - The Agency will be required to develop a written corrective action plan.

- The Agency will submit the corrective action plan to the Program Specialist for approval.
 - If the Agency fails to comply with all of the terms in the corrective action plan, the City will reduce the total contracted budget amount by two percent (2%); and
 - If the Agency continues to be out of compliance after the first budget reduction, the contract budget may be further reduced by an additional three percent (3%) or terminated.
15. The Agency's performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed <http://www.seattle.gov/contracting/docs/ccPE.doc>.

PARTICIPANT SERVICES

16. Program Eligibility: The Agency must screen and provide services to participants who fulfill the eligibility criteria specified in Exhibit A-1. Eligible participants will be informed of program requirements for instruction and application assistance prior to enrollment in the program.
17. Services: All services must be free to eligible participants. Participants requiring special support, such as legal advice or representation, will be referred to appropriate services. Services and resources will be prioritized for priority participants.
18. Service location and population served: The Agency must provide a list of the service locations, agency contact(s), and the times and dates of all instructional services upon request. The Agency will report to the Program Specialist any changes to service locations and/or population served within seven days.
19. Screening: All participants must be screened before any citizenship services are provided. Screening will be done using the Intake Screening Form (DSHS 10-382) provided by the Program Specialist or a tool approved by the Program Specialist. If the Agency does not have a pre-screening form, the Program Specialist will provide the Agency with the form. Appropriate demographic information will be collected to complete the New Participant Report form. A copy of the intake screening form must be kept in the participant's file.
20. Documentation: The Agency must document participant's eligibility by copying the participant's Legal Permanent Resident Card – USCIS I-551 (both sides), arrival date, immigration status, Social Security number, proof of public benefits, residency, income status, and if applicable, document how the participant meets the Department of Social and Health Services (DSHS) Office of Refugee and Immigrant Assistance's (ORIA) definition of "Outreach" before any services are provided.
21. Exemptions: Participants must be screened to determine if they are eligible for any naturalization exemptions such as those based on age, length of residency, disability,

or veteran status, and assisted with the appropriate documentation and application process.

22. Legal assistance: Participants with a criminal history and/or moral issues must be advised and/or referred to seek legal assistance from the Northwest Immigrant Rights Project (NWIRP) or other NCP agencies with an attorney or staff accredited by the Board of Immigration Appeals (BIA) prior to applying for citizenship. Service providers who are not attorneys or accredited cannot provide legal assistance to participants in immigration matters. An Agency providing legal assistance without an attorney or accredited staff is in violation of Washington State's RCW 19.154.060 which prohibits such individuals from engaging in the practice of law in an immigration matter for compensation. Agencies not listed on the BIA Accreditation Washington State Roster must confirm that an attorney is on staff or confirm access to an attorney in order to provide legal assistance to clients.
23. Language assessment: The Agency must assess participant's English as a Second Language (ESL) skill to ensure appropriate instructional services are provided. Program curriculum and instruction will be for citizenship interview preparation and not for ESL.
24. Transportation: Transportation of participants is not a service required under this contract. In the event the Agency chooses to transport participants, it is without the authorization of the City of Seattle and solely at the risk of the Agency.

CITIZENSHIP ASSISTANCE, INSTRUCTION AND NATURALIZATION

25. The Agency must provide citizenship application assistance to all eligible individuals. The participants' skills and abilities to pass the USCIS interview exam are assessed by the Agency prior to submission of the citizenship application. Services for citizenship application assistance are billable one time per participant within the contracted period. The Agency must send an email requesting an Exception to Policy (ETP) from the Program Specialist for reporting duplication of the following services. The email must explain the participant's circumstances, need for a repeat service, and plan(s) to make the repeat service successful. A copy of the following forms must be kept in the participant's file. Application assistance includes the following:
 - N-400 Application for Naturalization: The Agency must provide information and assistance with completion and submission of the application to USCIS. The participant's name and Alien number on the application must match the information on the participant's Green Card and as reported in the Participant Services Report (PSR).
 - Fee Waiver: The Agency must assist with collecting appropriate supporting documents, writing and submission of a complete and accurate fee waiver request (USCIS I-912). The fee waiver will be submitted with the N-400 application to USCIS.

- N-648 – Medical Certification for Disability Exception: The Agency must assist in the completion and submission of a thorough and accurate disability waiver request. Assistance includes ensuring that the medical professional’s submission addresses all required elements of the N-648 form.
 - N-336 – appeals: The Agency shall assist with a Request for a Hearing on a Decision in Naturalization Proceedings (USCIS N-336) to request a hearing before an immigration officer on the denial of the participant’s N-400 Application for Naturalization. N-336 assistance can only be provided by an Agency with an attorney or BIA accredited representative.
26. Instruction services: Citizenship instruction is provided through classes and/or individual tutoring to prepare participants for the naturalization interview. Instructional services include but are not limited to lessons in U.S. history and government, 100 civics questions, English test (reading, writing, and speaking) and other preparation for the interview. There is a cap of 400 instruction hours per participant per lifetime within the New Citizen Program. If providing instruction, provide the following program information within sixty (60) days after the start date of the contract:
- A list of citizenship training classes available for participants;
 - Name of instructors and their qualifications;
 - Training class locations, days, and times;
 - Curriculum and materials used; and
 - Language capabilities (i.e. teachers, class materials, etc.).
27. Interview preparation: Focused citizenship instruction for participants who have received the naturalization interview notice. Assistance includes but is not limited to the following:
- Follow-up with participants and USCIS on the date/time for interviews;
 - Arranging interpreters, attorneys, and additional documents requested by USCIS;
 - Providing additional sessions to practice pronunciation and diction; or
 - Preparing documents and participants for second interview if the participant failed the first interview.
28. Interview Assistance: Assist the participant during his/her USCIS interview, if participant requests and assistance is allowed by the USCIS officer. Reason for assisting at the interview must be documented in the Participant File.
29. Naturalization completion: Participants who have successfully passed the USCIS citizenship exam and have received their naturalization certificate. This outcome may include current and previous program participants who have naturalized within the contracted period. See Attachment 5 for reporting instructions and requirements.
30. If a participant is served by more than one agency, the payment will be negotiated to split between agencies or made at the discretion of the Program Specialist.

PROGRAM FILES AND REPORTS

31. Participant Files/Record Keeping: The Agency shall maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures under the terms of this Agreement. Class and individual tutoring attendance are documented at each session. Participant information must be kept on file, confidentially secured, and include all but is not limited to:
- Enrollment form(s) that documents screening for program eligibility and possible exemptions;
 - A legible copy of both sides of the participant's current Department of Homeland Security (DHS) I-551 permanent resident card (green card) and the following information from that document: Name, Alien numbers, arrival date, and immigration status code;
 - Copies of document(s) verifying low-income and Seattle residency status;
 - Copies of document(s) verifying that the participant is a recipient of SSI or other State-funded benefits;
 - Copies of correspondence regarding citizenship-related issues, including documents received from and sent to USCIS;
 - Copies of all applications and documents that are assisted with and submitted to USCIS;
 - Documentation of participant's progress in individual participant files. A form is available upon request from the Program Specialist.
 - If the participant is not eligible for a fee waiver or a fee waiver request was denied by USCIS:
 - Documentation of participant's inability to request a fee waiver or copy of USCIS denial notice;
 - A copy of written Exception request made to the Program Specialist requesting approval to pay for the application fee;
 - A copy of the Program Specialist's written Exception approval; and
 - A copy of the check written to USCIS for participant fees.
 - Document participant's progress in individual participant files. A form is available upon request from the Program Specialist; and
 - If applicable, a copy of the Request for hearing on a Decision in Naturalization Proceedings (Form N336).
32. New Participant Report (NPR): Reports participants who have completed the screening process and are enrolled in the citizenship program. The Agency must provide information for all required fields. Required fields in the NPR are subject to changes due to funder requirements. Agencies will be notified at least one month prior to changes to the form by the Program Specialist. The data reported on the NPR will be used to complete the City's Annual Client Profile Report. See Attachment 3 for instructions and information required on the NPR.
33. Participant Services Report (PSR): Reports citizenship instructional hours, interview

preparation, interview assistance, application assistance, and naturalization completion. All services listed, except for naturalizations, must be for the current billing cycle. Citizenship training, interview preparation and other services that occurred outside of the current billing cycle and/or individuals who have already naturalized must be noted in the Comments section. Required fields in the PSR are subject to changes due to funder requirements. Agencies will be notified at least one month prior to changes by the Program Specialist. See Attachment 4 for instructions and information required on the PSR.

34. Monthly Status Report (MSR): Reports the monthly and year to date number of services provided by the Agency (Attachment 2). Required fields in the MSR are subject to changes due to funder requirements. Agencies will be notified at least one month prior to changes by the Program Specialist.

DATA AND CONFIDENTIALITY

35. Confidentiality: The Agency must not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with the Agency's performance of the services proposed hereunder, except:
- As provided by law; or
 - In the case of Personal Information, with prior written consent from the person or person's representative who is the subject of the Personal Information.
36. Non-Disclosure Form: Program staff and volunteers with access to participants' confidential information must sign a Notice of Non-Disclosure form (Attachment 11). The signed Non-Disclosure form(s) must be kept in the Agency's contract file and available upon request by the Program Specialist.
37. Consent Form: The Agency must ensure all State-eligible participants sign the required DSHS Consent Form (DSHS 14-012, Attachment 12) prior to the provision of services under this Contract.
- If an interpreter is used to explain the form to the participant, the interpreter must sign and date under the "Agency Contract or Witness" box and provide telephone contact information.
 - The signed Consent form shall be maintained in the participant's individual case file and made available upon request.
38. Release of Information Form: The Agency must ensure each participant signs an authorization of release of information form prior to sharing a participant's personal and confidential information with a third party provider. The Agency has discretion to determine the form's format. This form shall be maintained in the participant's individual case file and made available upon request.
39. Maintenance of Records: All records and other materials relevant to this contract must be retained for six years after expiration or termination of the contract. If any

litigation, claim, or audit is started before the expiration of the six-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved. Upon request by the City of Seattle, at the end of the contract term, or when no longer needed, confidential information shall be returned to the City of Seattle or shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the State's Program Manager, Raphael Ro, or his successor.

40. Protection of Records: The Agency must protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. The Agency is responsible for setting reasonable security measures, which include restricting access to confidential information by:
 - Restricting access only to staff that has authorized business requirements to view the confidential information;
 - Physically securing any computers, documents, and/or other media containing confidential information; and
 - Verifying after transmittal that the fax was received by the intended recipient.
41. Treatment of Client Records: Unless otherwise provided, the Agency shall ensure that any adult client receiving services from the Agency has unrestricted access to the client's personal records and property. The Agency shall not interfere with any adult client's ownership, possession, or use of the client's property. The Agency shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the contract, the Agency shall release to the client and/or the client's guardian or custodian all of the client's personal property.
42. Data Transport: When transporting confidential information electronically, including via email, the data will be protected by:
 - Transporting the data within the Secure Access Washington (SAW), or NCP's WinSCP Secure Server; or
 - Encrypting any data that will be in transit outside the SAW or NCP's WinSCP Secure Server. This includes transit over the public internet.
43. Protection of Data: The agency shall store NCP data on one or more of the following media and protect the data as described:
 - Hard disk drives: Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics and smart cards.
 - Network server disks: Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be

restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics and smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For confidential information stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meet the requirements listed in the above paragraph. See below for guidelines on destruction of data. Data disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secured area.

- Optical discs (CDs or DVDs) in local workstation optical disc drives: Data provided by DSHS or City of Seattle on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secured area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access confidential data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers: Data provided by DSHS or City of Seattle on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secured area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics and smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- Paper documents: Any paper records must be protected by storing the records in a secured area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- Remote access: Access to and use of the data over SAW and NCP's WinSCP Secure Serve will be controlled by DSHS and City of Seattle staff who will issue authentication credentials (e.g. a unique user ID and hardened password) to authorized users. The agency shall notify NCP Program Specialist immediately whenever an authorized user in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever an authorized

user's duties change such that the authorized user no longer requires access to perform work for this contract.

44. Data storage on portable devices or media: Obtain written permission from the NCP Program Specialist or her successor prior to using portable devices or portable media for purposes related to providing services under this contract.

Except when otherwise specified herein, NCP data shall not be stored by the agency on portable devices or media unless specifically authorized within the terms and conditions of this contract. If so authorized, the data shall be given the following protections:

- Encrypt the data with a key length of at least 128 bits;
- Control access to devices with a unique user ID and hardened password or stronger authentication method such as a physical token or biometrics;
- Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes; or
- Physically secure the portable device(s) and/or media by:
 - Keeping them in locked storage when not in use;
 - Using check-in/check-out procedures when they are shared; and
 - Taking frequent inventories.

When being transported outside of a secured area, portable devices and media with NCP confidential information must be under the physical control of agency staff with authorization to access the data.

Portable devices include, but are not limited to: smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a secured area.

Portable media includes, but is not limited to: optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

45. Data stored for backup purposes:

- Data may be stored on portable media as part of the agency's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements detailed below in bullet 47. Data Disposition.
- Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a contractor's existing, documented backup

process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while confidential information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements detailed below in bullet 47. Data Disposition.

46. Data segregation: NCP data must be segregated or otherwise distinguishable from non-NCP data. This is to ensure that when no longer needed by the contractor, all NCP data can be identified for return or destruction. It also aids in determining whether NCP data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:

- NCP data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain non-NCP data; and/or
- NCP data will be stored in a logical container on electronic media, such as a partition or folder dedicated to NCP data; and/or
- NCP data will be stored in a database which will contain no non-NCP data; and/or
- NCP data will be stored within a database and will be distinguishable from non-NCP data by the value of a specific field or fields within database records.

When stored as a physical paper documents, NCP data will be physically segregated from non-NCP data in a drawer, folder, or other container. When it is not feasible or practical to segregate NCP data from non-NCP data, then both NCP data and the non-NCP data with which it is commingled must be protected as described in this exhibit.

47. Data Disposition: When the contracted work has been completed or when no longer needed, except as noted in bullet 43. Protection of Data – Network Server Disks above, NCP data shall be returned to the City of Seattle or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs.	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data; or Degaussing sufficiently to ensure that the Data cannot be reconstructed; or Physically destroying the disk.
Paper documents with sensitive or confidential information.	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g.	On-site shredding, pulping, or incineration.

protected health information).	
Optical discs (e.g. CDs or DVDs).	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive.
Magnetic tape.	Degaussing, incinerating or crosscut shredding.

48. Notification of Compromise or Potential Compromise: The compromise or potential compromise of NCP shared data must be reported to NCP Program Specialist designated in the contract within one (1) business day of discovery. The agency must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or City of Seattle.
49. Data Shared with Subcontractors: If NCP data provided under this contract is to be shared with a subcontractor; the contract with the subcontractor must include all of the data security provisions within this contract and within any amendments, attachments, or exhibits within this contract. If the contractor cannot protect the data as articulated within this contract, then the contract with the subcontractor must be submitted to the NCP Program Specialist for review and approval.
50. Proprietary and Confidential Information: The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108. If the City receives a public disclosure request for any records or parts of records that the Agency has properly and specifically listed on the City Non-Disclosure Request Form submitted with the Agency’s bid/proposal, or records that have been specifically identified in this contract, the City will notify the Agency in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow the Agency up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on the Agency’s behalf. If the Agency believes that its records are exempt from disclosure, the Agency is obligated to seek an injunction under RCW 42.56.540. The Agency acknowledges that the City will have no obligation or liability to the Agency if the records are disclosed.

EXHIBIT A-3 REPORTING REQUIREMENTS

REPORTING GUIDELINES

All reports shall be submitted by the appropriate deadlines. If reports are not received in a timely manner or not completed, invoices will be held for payment until all pending reports are received and approved.

Before payment related to this Agreement can be released, the Agency must submit a fully completed Contract Payment Authorization Form (Attachment 7) with named individuals who are authorized to sign invoices for reimbursements on behalf of the Agency for this Agreement.

All reporting documents should be submitted to Nhi Tran; City of Seattle Office of Immigrant and Refugee Affairs; 600 Fourth Avenue, 6th Floor; Seattle, WA 98124-4745.

REQUIRED MONTHLY REPORTS

1. The Contractor's **Invoice Form** (Attachment 1) shall be submitted by **the tenth working day of the month** for the previous calendar month, except for the last invoice of the 2016 calendar year which is due **January 6, 2017**. The Agency may submit the invoice electronically via email.
2. An **Agency Summary Report** (Attachment 2) shall be submitted with each invoice, which includes the **Monthly Status Report**, the **New Participant Report**, and the **Participant Services Report**. All required fields must be completed prior to submission.
3. The **Declaration of Income Form** (Attachment 11) will be used and kept on file at the Agency to document income for participants who are not able to provide other income documentation such as tax returns or pay stubs. A copy of the signed Declaration of Income must be submitted with the New Participant Report.

REQUIRED SEMI-ANNUAL AND ANNUAL REPORTS

1. The **Mid-Year Expenditure Report** shall be submitted by **July 31, 2016** detailing all expenses allocated to this program from January 1 to June 30, 2016. The template for this report shall be similar to the **Year-End Expenditure Report** (Attachment 9) and will be sent to the Agency by the Program Specialist.
2. One success story describing the participant, services received, barriers overcome, and impact of services to the participant and his/her family shall be submitted by **January 31, 2017** for 2016. Pictures and/or other images submitted with the success story must have a signed **Photography Release Form** (Attachment 13).

OTHER DOCUMENTATION REQUIRED

Additional data related to program performance or management will also be requested for auditing or evaluation purposes.

**EXHIBIT B
BUDGET AND PAYMENT**

Funding for the New Citizen Program is made possible through revenue from the OIRA General Fund, Seattle Housing Authority, and the Washington Department of Social and Health Services. Budgeted funds may not be used for costs incurred prior to the beginning date of the term specified. Unspent funds from one grant period may not be carried forward to the subsequent grant period. Continued funding is contingent upon program performance and availability of funds.

January 1, 2016 – June 30, 2016 Budget	«Contract_AmountNumerical»
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OUTCOME BASED REIMBURSEMENT SCHEDULE

The City’s compensation to the Agency will be based on the outcome based reimbursement schedule outlined below. Maximum reimbursable amounts are based on the total contract budget. Some rounding may occur and in cases where the quantity multiplied by the compensation rate is greater than the maximum reimbursable amount, compensation shall not exceed the maximum reimbursable amount indicated.

Reimbursement Schedule	Total
Monthly Base Payments: 12 months at \$ each month	\$
Performance Commitments*:	
1. At least [] Outreach participants are screened and enrolled to prepare for the naturalization exam at \$200 each.	
2. At least [] participants are assisted in completing and submitting disability waiver (N-648) to U.S. Citizenship and Immigration Services at \$250 each.	\$
3. At least [] participants are naturalized at \$350 each.	
4. At least [] Outreach participants are naturalized at \$200 each.	
Maximum Compensation for the period January 1, 2016 – June 30, 2016	\$

*Funds may be transferred between performance commitments with prior approval from the Program Specialist.

MAXIMUM REIMBURSEMENT

The maximum reimbursement for the contract period January 1, 2016 – June 30, 2016 will not exceed «Contract_AmountText» («Contract_AmountNumerical»). If the reimbursement to the Agency is less than the maximum reimbursable amount, the remaining funds may be reprogrammed by the City.

GENERATED INCOME: Any income generated from contract-funded activities shall be reported and deducted from the reimbursement request on a monthly basis.

**New Citizen Program
Monthly Status Report Form**

Month & Year: _____
 Person Completing Form: _____
 Phone Number: _____

Performance Outcomes	Goal	Total Achieved	This Month	Balance	Comments
1. Outreach Screened & Enrolled					
2. Disability Waiver Submitted					
3. Naturalization Completion					
4. Outreach Naturalization Completion					

Milestones	Total Achieved	This Month	Balance	Comments
1. New Participants Enrolled & Assisted				
2. New State Eligible Participants				
3. New Low-Income City Participants				
4. New SHA Participants				
5. New Participants Receiving Instruction				
6. Hours of Instruction Provided				
7. Interview Preparation Assistance				
8. N400 Application Submission				
9. Fee Waiver Submission				

Referrals	Agency	Total Referred	Comments
1. Participants Referred for Other Services			
2. Participants Referred for Other Services			

Additional comments on program updates, concerns, and/or successes:

2016 New Participant Report (NPR)

Agency:		Month of Report: July																								
All fields must be completed. Incomplete data will not be accepted. Please include Eligibility Verification for all new participants.																										
Monthly Unit Count By Service																										
Intake Screening	Outreach Enrolled	City Eligible	SHA Eligible	DSHS Eligible																						
0	0	0	0	0																						
Last Name	First Name	Middle Initial	Alien Registration #	Arrival Date	NCP Enrollment Date	Arrival Immigration Status	Social Security #	DSHS Client ID #	Zip Code	Seattle Resident (Y/N)	Select one: SHA or Homeless	Living alone (Y/N)	Income: A or B	Outreach (Y/N)	Home bound (Y/N)	Type of Public Assistance Received	Date of Birth: month/day/year	Gender (M, F, I)	Disability (Y/N)	Language	Race	Refugee (Y/N)	English (G/L/N)	Pre-literate (Y/N)	Hispanic/Latino (Y/N)	Country
Page 1																										

NEW PARTICIPANT REPORT FORM INSTRUCTIONS

The New Participant Report provides monthly demographic details of new participants enrolled in the New Citizen Program. Please follow instructions when completing the New Participant Report form. All data elements are required. Incomplete data will not be accepted.

Data Element	Description
Name	Enter the participant's name as it appears on his/her Green Card. Type the full last and first name of the participant accurately. For middle names, enter the first initial.
Alien Registration number	Enter the Alien Registration number as it appears on their Green Card. Include only the numbers, not the 'A'. The Agency can request for an Alien number from the DSHS Contract Manager if the individual does not have an Alien number.
Arrival Date	Enter the date U.S. immigration was granted to the participant.
NCP Enrollment Date	Enter the date the participant was enrolled in the New Citizen Program. Document participant eligibility by making a copy of proof of public benefit at the time of intake, copy of the participant's Legal Permanent Resident card – USCIS I-551 (both sides), and if applicable, document how the participant meets DSHS's definition of "Outreach Participant" before any services are provided.
Arrival Immigration Status	Enter the immigration status with which the participant entered the United States.
Social Security Number	Enter the nine digit social security number, including the leading zero "0" when applicable.
DSHS Client Identification Number	<p>Enter the client identification number assigned by DSHS. A client identification number is required for participants receiving public assistance. Each individual has his/her unique client identification number and is not shared with others. Do not use the participant's Household (AU – Assistant Unit number) or his/her spouses' numbers.</p> <p>The participant must be receiving a public benefit at the time of first naturalization service to be State-eligible for NCP.</p>
Zip code	Enter the five digit postal zip code for the primary residence of the participant receiving service. For homeless individuals, use the zip code of the last known permanent residence.
Seattle Resident	Enter ' Y ' for yes, if the participant resides in Seattle. Enter ' N ' for no, if the participant does not reside in Seattle.
SHA Resident, or Homeless	<p>If applicable, enter one of the following:</p> <p>'SHA' - If the participant lives in housing managed by Seattle Housing Authority (SHA).</p> <p>'H' – If the individual does not have a permanent residence, sleeps over with friends or relatives to avoid being on the street, or who uses shelters, transitional or emergency housing, the individual is considered</p>

Data Element	Description
	homeless.
Living alone	If the participant is living alone, please enter 'Y' for yes or 'N' for no.
Living with children	If the participant is living with children, please enter 'Y' for yes or 'N' for no.
Single Parent	If the participant is the only person responsible for caring one or more children in the household, please enter 'Y' for yes or 'N' for no.
Income	Use the 2015 HUD Income Guidelines (Attachment 5) for the total gross yearly income for the household. Enter 'A' for very low, and 'B' for low.
Outreach Participant	<p>Enter 'Y' for yes, if the participant is an Outreach based on the following criteria. Enter 'N' for no, if the participant does not meet the following criteria. If applicable provide a copy of supporting documents to indicate Outreach status. Outreach participants are:</p> <ul style="list-style-type: none"> • Refugees who arrived in the United States on or after August 22, 1996, currently receiving Supplemental Security Income (SSI), have been in the US for at least 4 years and have not naturalized; • Refugees receiving Aged, Blind, or Disabled (ABD) assistance; or • Lawful Permanent Residents (LPRs) receiving ABD and have not met the federal forty (40) work quarters to qualify for SSI. <p>Proper documentation of outreach status for refugees receiving SSI or ABD includes:</p> <ul style="list-style-type: none"> • Documentation of entry status as refugee (for example, INS Card or letter). • Documentation of Arrival Date (for example, INS Card or letter). • Documentation of ABD or SSI (for example, DSHS benefit award letter or SSA letter). <p>Proper documentation of outreach status for LPRs receiving ABD includes:</p> <ul style="list-style-type: none"> • Documentation of INS status as LPR (for example, INS Card). • Documentation of Arrival Date (for example, INS Card). • Documentation of ABD (for example, DSHS benefit award letter). • Documentation that client has less than 40 federal work quarters (Ask the clients to provide verification of their federal work quarter number, such as a letter from SSA or through their SSA online accounts. If a LPR has less than 10 years of residency in the United States, ORIA will assume that the same LPR doesn't meet the 40 federal work quarters as it normally takes 10 years of full time employment to reach 40 federal work quarters).
Homebound	Enter 'Y' for yes, if the participant is homebound and agency is providing services to the participant in his/her home. Enter 'N' for no, if the participant is not homebound.
Public	If the participant is receiving any of the following forms of DSHS Public

Data Element	Description
Assistance Received	Assistance, indicate the type of assistance the participant is receiving: FS (Food Stamps), TANF , SSI , GAU , GA , and/or MA (Medicaid or Medical Coupons).
Date of Birth	Enter date listed on the birth certificate or Permanent Resident card.
Gender	Enter ' F ' for female, ' M ' for male and ' T ' for transgender. Transgender is defined as an individual whose gender, gender display, or gender identity differs from the perceived norm. Such an individual may – or may not – have undergone or be currently undergoing gender-altering surgery or transgender counseling. <i>Unknown</i> may be used if an individual does not identify with the available categories.
Disability	<p>Enter 'Y' for yes, if the participant self-reports a disability. A participant with a disability has a physical, sensory or mental impairment that substantially limits one or more major life activities. "Major life activities" are functions such as caring for one's self, performing manual tasks, walking, seeing, breathing, learning and working. People who are developmentally disabled, chronically ill, hearing or visually impaired, or homebound, and/or have diagnosed emotional disorders are included. Children/youth include those in special education classes and those receiving SSI.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Restricted use of hands or arms or have mobility problems, may use a wheelchair, a walker, etc.; • Unable to do simple household tasks like making a bed or washing dishes; • Cannot take care of basic needs, such as feeding or bathing themselves; • Learning disabilities; • Individual scores 50 or below in the "Global Assessment Scale"; • Incapacitated by alcoholism or substance abuse; and/or • Children with speech or language delays that are not caused by English being their second language. <p>Enter 'N' for no, if the participant does not have a disability.</p>
Language	Enter the primary language spoken at home.
Race & Ethnicity	Enter the Race/Ethnicity of participant, as self-reported.
Refugee	Enter ' Y ' for yes, if participant entered the United States with Refugee status. Refugee means a person who is unable to return to his/her home country because of race, nationality, membership in a particular social group, or political opinion. For NCP, the term "refugee" also refers to individuals with any of the following immigration statuses as defined by federal law:

Data Element	Description
	<ul style="list-style-type: none"> • Asylee • Victim of Human Trafficking • Amerasian • Cuban-Haitian Entrant • Iraqi/Afghani Special Immigrant <p>Enter 'N' for no, if the participant's Green card does not indicate Refugee Status.</p>
English skills	<p>Based on assessment of participant at the time of intake, please enter:</p> <ul style="list-style-type: none"> • 'G' for good (proficient in using English); • 'L' for limited (restricted use of English); or • 'N' for none (no ability to communicate in English).
Pre-Literate	<p>If the participant is not able to read and write in either English or his/her home language, please enter 'Y' for yes.</p> <p>If the participant is able to read and write in either English or his/her home language, please enter 'N' for no.</p>
Hispanic/Latino	<p>Enter 'Y' for yes, for participants whose heritage originates in any Spanish speaking country in the western Hemisphere. Includes people who identify as Mexican/Chicano, Puerto Rican, Caribbean Islander, Cuban, Central American or South American. Does not include persons of indigenous heritage from these areas. Persons of Hispanic/Latino heritage may be of any race.</p>
Country	<p>Enter the country of participant, as self-reported.</p>

PARTICIPANT SERVICES REPORT FORM INSTRUCTIONS

The Participant Services Report (PSR) provides monthly details of the services in the milestones and outcomes achieved. Incomplete information will not be reimbursed.

Data Element	Description
Name	Enter the participant's name as it appears on his/her Green Card. Type the full last and first name of the participant accurately. For middle names, enter the first initial.
Alien Registration number	Enter the Alien Registration number as it appears on their Green Card. Include only the numbers, not the 'A'. The Agency can request for an Alien number from the DSHS Contract Manager if the individual does not have an Alien number.
# of Children Under 18	<p>When reporting naturalization completion, enter the number of children under 18 that automatically derive citizenship.</p> <p>Report the children one time only with the first parent that naturalized. Basic conditions for children to receive U.S. citizenship through a parent naturalizing includes:</p> <ul style="list-style-type: none"> • Child must be legal permanent resident; • Child must be under age 18 when parent naturalizes; and • Child is in the legal and physical custody of the parent naturalizing. <p>Legal custody for divorced or separated parents is determined by the divorce decree, or legal separation document. For questions about citizenship for children, call Northwest Immigrant Rights Project at 206.957.8600.</p>
Type of Service	Select the type of service(s) provided to the participant. If the participant received multiple services during a month, please use consecutive rows to report each service for the same participant.
Training Hours	Enter the total hours of instruction received by the participant for the reported month.
Service Start Date	Enter the date the service provision started.
Service End Date	<p>Enter the date the service provision was successfully completed. If the agency started and completed a service on the same day, the "Service Start Date" and "Service End Date" would have the same date.</p> <p>Services will be denied if billed without the Service Start and End Date field completed.</p>
Date of Naturalization	Enter the date the client naturalized.
Certificate # or Support Doc Designation	Enter the Naturalization Certificate number or obtain a legible copy of the participant's U.S. passport or oath appointment notice from USCIS.
Comments	For use when applicable.

Type of Service	Description
Citizenship Training	<p>Select if provided classroom and/or individual tutoring instructions, which include but not be limited to the following:</p> <ul style="list-style-type: none"> • Instruction in U.S. History and Government; • Review of Standard USCIS questions; and • Understanding the rights and responsibilities of citizenship. <p>A tracking log of class and/or tutoring attendance must be kept in the participant's file. Note that there is a limit of 400 hours per participant per lifetime with NCP.</p>
N400 Application Assistance	Select if the agency assisted the participant to complete and submit the USCIS N-400 Application for Naturalization form.
Fee Waiver	Select if the agency assisted the participant to complete and submit a Request for Fee Waiver (USCIS I-912) form.
Interview Preparation	<p>Select if the participant received assistance to prepare for the naturalization interview. The agency must document the types of interview preparation services provided must the participant's progress notes. Interview Preparation services include:</p> <ul style="list-style-type: none"> • Follow-up to interview date/time; • Appointments with interpreters and attorneys; • Follow-up with USCIS requests for additional documents; • Mock interview; • Additional practice of diction and pronunciation; or • Preparation of documents and participants for second interview if the participant failed the first interview.
Interview Assistance	Select the participant received in-person assistance at their USCIS interview. The agency must document in the participant progress notes the reason for assisting at the interview.
Disability Exception	Select if the agency assisted the participant to complete and submit the N-648 Medical Certification for Disability Exceptions form. This includes obtaining documentation from medical professionals. The agency must review documentation to ensure it meets the USCIS definition of a qualified disability.
Naturalization	Select if the participant naturalized. "Date of Naturalization" and "Certificate # or Support Doc Designation" are required when billing for Naturalization Completion. A copy of the naturalization certificate is not required for reimbursement.
Outreach Naturalization	Select if an outreach participant naturalized. "Date of Naturalization" and "Certificate # or Support Doc Designation" are required when billing for Outreach Naturalization Completion. A copy of the naturalization certificate is not required for reimbursement.
Legal Rep/Sup Docs	Select if the agency provided legal representation for the participant at their USCIS interview.
Appeals	Select if the agency assisted the participant with an N-336, Request for a

Type of Service	Description
	Hearing on a Decision in Naturalization Proceedings form to request a hearing before an immigration officer on the denial of the participant's N-400 Application for Naturalization.
Fingerprint Fee	Select if the agency provided payment of the fingerprint fee for State-eligible participants age seventy-five (75) years and under who do not meet USCIS criteria for fee waivers or have received a denial of eligibility of their waiver request from USCIS based on ineligibility (USCIS does not require a fingerprint fee for those over seventy-five (75) years of age). The check must have the participant's Alien number on it. Participants may choose to pay the fingerprint fee themselves.



2015 INCOME GUIDELINES

Gross Annual Income by Family Size

	FAMILY SIZE							
	1	2	3	4	5	6	7	8
100% Federal Poverty	11,770	15,930	20,090	24,250	28,410	32,570	36,730	40,890
125% Federal Poverty	14,713	19,913	25,113	30,313	35,513	40,713	45,913	51,113
60% State Median	26,431	34,560	42,696	50,825	58,961	67,090	68,616	70,142
70% State Median	30,836	40,320	49,812	59,296	68,788	78,271	80,052	81,833

2015 HUD Income Guidelines

Gross Annual Income by Family Size

	FAMILY SIZE							
	1	2	3	4	5	6	7	8
Very Low								
30% HUD PMSA	18,850	21,550	24,250	26,900	29,100	32,570	36,730	40,890
Low								
50% HUD PMSA	31,400	35,850	40,350	44,800	48,400	52,000	55,600	59,150
Moderate								
80% HUD PMSA	46,100	52,650	59,250	65,800	71,100	76,350	81,600	86,900

- Note**
- Income Guidelines for the standards above are usually published by March of each year.
 - FY 2015, Washington State Median 4-Person Family Income = \$83,863
 - HUD (U.S. Department of Housing & Urban Development)
 - PMSA (Primary Metropolitan Statistical Areas)



Commitment to Funding Culturally Responsive Services

In conjunction with the Seattle Race and Social Justice Initiative (RSJI), which is a citywide effort to end institutionalized racism and race-based inequities in Seattle, the City of Seattle has developed investment principles that reflect our commitment to funding culturally responsive services to create positive outcomes for service recipients. Contracted agencies are expected to demonstrate the capacity to institute these principles through routine delivery of participant-centered and strength-based services that are culturally:

COMPETENT, as demonstrated by “the ability to honor, understand, and respect beliefs, lifestyles, attitudes, and behaviors demonstrated by diverse groups of people, and to diligently act on that understanding”.¹ It is “the ability to function effectively in the midst of cultural differences. It includes knowledge of cultural differences, awareness of one’s own cultural values, and ability to consistently function with members of other cultural groups”.²

RESPONSIVE to the cultural and linguistic needs of diverse populations. Agencies have the capacity to effectively serve and engage persons of diverse backgrounds. Agencies commit to practicing cultural responsiveness throughout all levels of the program, including policy, governance, staffing, and service model and delivery. Agencies make every effort to recruit and retain a work force (paid and voluntary), and policy-setting and decision-making bodies, that are reflective of the focus populations.

RELEVANT in addressing the cultural needs of diverse populations whose models of engagement or cultural standards differ from mainstream practices. Agencies are staffed with people who have the cultural competency to create authentic and effective relationships and provide culturally responsive services for members of specific cultural groups and/or communities of color. Commitment and experience of the agency reflects effective, mutually beneficial relationships with other organizations (such as grassroots or community-based organizations, churches, community networks, etc.) that are reflective of the populations being served.

ACCESSIBLE through language, location, and delivery style. Agencies have the capacity to overcome mainstream barriers and/or provide effective alternative strategies that enable service recipients to easily access mainstream and nontraditional programs and services.

¹Coyne, C. (2001) “Cultural Competency: Reaching Out to All Populations”. PT Magazine, pgs. 44-50.

²York, S. (2003) Roots and Wings: Affirming Culture in Early Childhood Programs. St. Paul, MN: Redleaf Press, pg. 161.

***City of Seattle – Office of Immigrant and Refugee Affairs
Contract Payment Authorization Form***

Please return the completed form to: Nhi Tran via email
Nhi.Tran@seattle.gov or mail: Office of Immigrant and
Refugee Affairs, ATTN: Nhi Tran, 600 Fourth Avenue, 6th
Floor, Seattle, WA 98124-4745.

	Date Form Completed	2016 Contract Number	
		«Contract_Number»	
Agency Name	Program/Project Name:		
«Contract_Contractor»	New Citizen Program		
<u>Authorized Signatures</u>			
<p>Please submit a fully completed form for each contract (a new form is required for each contract period). If any changes in the staff authorized to sign invoices occur, please resubmit a new fully completed form and allow at least 30 days for the processing of any change(s) to the information on this form.</p> <p>The following named persons are authorized to sign invoices for reimbursements on behalf of the Agency for the contract with the City of Seattle Office of Immigrant and Refugee Affairs that is noted above.</p>			
Name (Typed or Printed)	Specimen Signature	Title (President, Board Chairperson, Director)	
<u>Payment Mechanism</u>			
(check and complete the box below that applies)			
<input type="checkbox"/> Payments are to be made to the Agency and mailed to the following address OR <input type="checkbox"/> OPTIONAL: Payments are to be mailed to the Agency bank account, and a Designation of Direct Depository Form (available from your Program Specialist upon request) is attached (Please make sure a bank official signs the form). Please note that this is NOT an Electronic Funds Transfer and DOES NOT expedite receipt of payment			
<u>Agency Address</u>			
Street: _____ City & State: _____ Zip Code _____			
<u>Internal Revenue Service Reporting</u>			
Federal Employer or Tax Identification Number :			
<i>The Information Stated Above is Certified to be True and Correct</i>			
Name (Typed or Printed)	Authorized Signature	Title	Date Signed



Office of Refugee and Immigrant Affairs

POSITION CHANGE FORM

*(to be submitted whenever there is a change in personnel or contractors)**

Position Title	Name of Staff	Description of Change (e.g. resignation, reduction in hours, new hire, etc.)	Effective Date

For every reduction in staff (e.g. resignation), please describe the process and timeline for filling the position and submit it within 14 days of the change:

Program Manager/Supervisor Signature

Date

**The Agency must notify the contract specialist of all staff changes affecting the program funded through this contract within 14 days of the change.*

City of Seattle – Office of Immigrant and Refugee Affairs

600 Fourth Ave, 6th Floor
 Seattle, Washington 98124-4745

YEAR-END EXPENDITURE REPORT

(Report Template to be sent to Agency in Excel by the Program Specialist)

Agency Name:		Date:	
Contract # and Reporting Period:		Program:	
Person Completing Form & Title:		Phone Number:	

Instructions:

1. List the total receipts/reimbursement under the contract.
2. List actual expenditures of contract funds by fund source and major cost category.
3. Answer the question below regarding projected excess revenue (described in Section 210 of the contract).
4. Provide an explanation of why there is excess revenue, if applicable.
5. Sign the report (must be signed by an authorized signer) and submit to the contract Program Specialist by the deadline indicated in Exhibit A-3.

Amount by Fund Source				
				Total Project
TOTAL REIMBURSEMENTS FROM HSD				\$0.00

ITEM	Amount by Fund Source				Total Project
1000: PERSONNEL SERVICES					\$0.00
2000: SUPPLIES					\$0.00
3000 - 4000: OTHER SERVICES & CHARGES*					\$0.00
4999: ADMINISTRATIVE COSTS/INDIRECT COSTS					\$0.00
TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

REIMBURSEMENTS LESS EXPENDITURES (Excess Revenue) **\$0.00**

* Includes expenses paid to subcontracts with individuals or agencies to perform specified work regarding this program.

Do reimbursements exceed actual expenditures by more than 10% or more than \$10,000 at year end?

Yes No

If yes, provide a narrative explanation for this variance from the negotiated contract budget:

AGENCY CERTIFICATION - I, the undersigned, do hereby certify under penalty of perjury under the laws of The State of Washington, to the best of my knowledge and belief after diligent inquiry, that the expenditure information provided is accurate as described herein, and that I am authorized to authenticate and certify the information.

 Print Name Authorized Signature Date

Program Specialist Reviewed by:

 Print Name Signature Date



DECLARATION OF INCOME FORM

Participant's Name: _____

Home Address: _____
(Include zip code)

I, _____ hereby certify that I am unable to provide the New Citizen Program with copies of my household's Federal Income Tax return, recent W-2 form, and/or copy of recent paycheck stubs. Therefore, I am declaring that to the best of my knowledge the estimated income for my household is as listed below.

Name of Household Members	Annual Income	Other Income	Total Income

CERTIFICATION

I certify that all information on this form is true and correct as a result of my signing this form.

Participant Signature

Date

I certify that reasonable effort was made to obtain documentation to verify the participant's low-income status. The participant file will include a detailed narrative describing the participant's financial circumstance(s) to document the participant's low-income status. *Additional information to verify participant's low-income status may also be requested by the City for eligibility or auditing purposes.*

Agency Staff Signature

Date



ECONOMIC SERVICES ADMINISTRATION (ESA)

ESA Nondisclosure of Confidential Information Agreement – Non Employee

This form is for contractors, subcontractors, and other non-DSHS 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 governmental 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 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 42 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 Department of Social and Health Services (DSHS) granting me access to DSHS 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 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 DSHS 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 DSHS system passwords with anyone or allow others to use the DSHS systems logged in as me.
7. Will not distribute, transfer, or otherwise share any DSHS 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 DSHS.

I further understand that I must protect Employment Security Department (ESD) information identified as private and confidential as required by RCW 50.13. If I fail to comply with the requirements listed below I may be subject to a \$5,000 civil penalty.

- a. Staff with access to ESD information may not make any unauthorized disclosure of private and confidential records or information about employers, clients/claimants, employees, or any other private or confidential records or information. Private and confidential ESD records and information includes, but is not limited to, names, social security numbers, employee wages or hours, unemployment insurance benefit records, Standard Industrial Classification (SIC) codes of individual employers, employer locations, and employer names.
- b. Staff with access to ESD information may not use private and confidential records or information for personal gain.
- c. Staff with access to ESD information shall refrain from the unauthorized access to, or disclosure of, data and information systems.

Frequency of Execution and Disposition Instructions

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

Signature

PRINT/TYPE NAME	NON-DSHS EMPLOYEE’S SIGNATURE	DATE



CONSENT

NOTICE TO CLIENTS: The Department of Social and Health Services (DSHS) can help you better if we are able to work with other agencies and professionals that know you and your family. By signing this form, you are giving permission for DSHS and the agencies and individuals listed below to use and share confidential information about you. DSHS cannot refuse you benefits if you do not sign this form unless your consent is needed to determine your eligibility. If you do not sign this form, DSHS may still share information about you to the extent allowed by law. If you have questions about how DSHS shares client confidential information or your privacy rights, please consult the DSHS Notice of Privacy Practices or ask the person giving you this form.

CLIENT IDENTIFICATION:												
NAME	DATE OF BIRTH	IDENTIFICATION NUMBER										
ADDRESS	CITY	STATE	ZIP CODE									
TELEPHONE NUMBER (INCLUDE AREA CODE)	OTHER INFORMATION											
CONSENT:												
<p>I consent to the use of confidential information about me within DSHS to plan, provide, and coordinate services, treatment, payments, and benefits for me or for other purposes authorized by law. I further grant permission to DSHS and the below listed agencies, providers, or persons to use my confidential information and disclose it to each other for these purposes. Information may be shared verbally or by computer data transfer, mail, or hand delivery. Please check all below who are included in this consent in addition to DSHS and identify them by name and address:</p>												
<p><input type="checkbox"/> Health care providers: _____</p> <p><input type="checkbox"/> Mental health care providers: _____</p> <p><input type="checkbox"/> Chemical dependency service providers: _____</p> <p><input type="checkbox"/> Other DSHS contracted providers: <u>City of Seattle Office of Immigrant and Refugee Affairs</u></p> <p><input type="checkbox"/> Housing programs: _____</p> <p><input type="checkbox"/> School districts or colleges: _____</p> <p><input type="checkbox"/> Department of Corrections: _____</p> <p><input type="checkbox"/> Employment Security Department and its employment partners: _____</p> <p><input type="checkbox"/> Social Security Administration or other federal agency: _____</p> <p><input type="checkbox"/> See attached list</p> <p><input type="checkbox"/> Other: _____</p>												
<p>I authorize and consent to sharing the following records and information (check all that apply):</p> <p><input type="checkbox"/> All my client records</p> <p><input type="checkbox"/> Records on attached list</p> <p><input type="checkbox"/> Only the following records</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Family, social and employment history</td> <td style="width: 33%;"><input type="checkbox"/> Health care information</td> <td style="width: 33%;"><input type="checkbox"/> Treatment or care plans</td> </tr> <tr> <td><input type="checkbox"/> Payment records</td> <td><input type="checkbox"/> Individual assessments</td> <td><input type="checkbox"/> School, education, and training</td> </tr> <tr> <td colspan="3"><input type="checkbox"/> Other (list): _____</td> </tr> </table>				<input type="checkbox"/> Family, social and employment history	<input type="checkbox"/> Health care information	<input type="checkbox"/> Treatment or care plans	<input type="checkbox"/> Payment records	<input type="checkbox"/> Individual assessments	<input type="checkbox"/> School, education, and training	<input type="checkbox"/> Other (list): _____		
<input type="checkbox"/> Family, social and employment history	<input type="checkbox"/> Health care information	<input type="checkbox"/> Treatment or care plans										
<input type="checkbox"/> Payment records	<input type="checkbox"/> Individual assessments	<input type="checkbox"/> School, education, and training										
<input type="checkbox"/> Other (list): _____												
PLEASE NOTE: If your client records include any of the following information, you must also complete this section to include these records.												
<p>I give my permission to disclose the following records (check all that apply):</p> <p><input type="checkbox"/> Mental health <input type="checkbox"/> HIV/AIDS and STD test results, diagnosis, or treatment <input type="checkbox"/> Chemical Dependency (CD) services</p>												
<p>- This consent is valid for <input type="checkbox"/> one year <input type="checkbox"/> as long as DSHS needs records, or <input type="checkbox"/> until _____ (date or event).</p> <p>- I may revoke or withdraw this consent at any time in writing, but that will not affect any information already shared.</p> <p>- I understand that records shared under this consent may no longer be protected under the laws that apply to DSHS.</p> <p>- A copy of this form is valid to give my permission to share records.</p>												
SIGNATURE	DATE	AGENCY CONTACT/WITNESS SIGNATURE	DATE									
PARENT OR OTHER REPRESENTATIVE'S SIGNATURE (IF APPLICABLE)		TELEPHONE NUMBER (INCLUDE AREA CODE)	DATE									
<p>If I am not the subject of the records, I am authorized to sign because I am the: (attach proof of authority)</p> <p><input type="checkbox"/> Parent <input type="checkbox"/> Legal Guardian (attach court order) <input type="checkbox"/> Personal representative <input type="checkbox"/> Other:</p>												

NOTICE TO RECIPIENTS OF INFORMATION: If these records contain information about HIV, STDs, or AIDS, you may not further disclose that information without the client's specific permission. If you have received information related to drug or alcohol abuse by the client, you must include the following statement when further disclosing information as required by 42 CFR 2.32:

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medial or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

INSTRUCTIONS FOR COMPLETION OF CONSENT FORM

Purpose: Use this form when you need consent to use confidential information on a continuing basis about a client within DSHS or to disclose that information to other agencies to coordinate services or for treatment, payment or agency operations or for other purposes recognized by law. Clients are persons receiving benefits or services from DSHS.

Use: Fill out this form electronically if possible for ease of reading, **A separate form must be completed for each person, including children.** "You" in the instructions refers to the DSHS employee and "you" on the form refers to the client. Sharing of records includes the use and disclosure of confidential information about a client.

Parts of Form:IDENTIFICATION:

- Name: Provide the name of one client only on each form. Include any former names that client may have used when receiving services.
- Date of Birth: Needed to identify client from persons with similar names.
- Identification Number: Provide a client identification number or other identifier such as a social security number (not required) to assist in identifying records and tracking history and services received.
- Address and telephone: Additional information that will help in locating and identifying or contacting the client.
- Other: Include in this box any additional information that may help to locate records that may include parts of DSHS involved with services, names of family members, or other relevant information.

CONSENT (AUTHORIZATION):

- Agencies or persons exchanging records: The client's completion of this form allows the use and sharing of confidential information within all of DSHS. DSHS will be able to disclose to and receive confidential information from the outside agencies or persons listed. Provide identifying information about the agencies or providers, including name, address or location if possible. You may also attach a list of agencies allowed to share information which the client must also sign.
- Information included: Clients must indicate what records are covered by the consent. Clients may make all records available or may limit the included records by date, type or source of record. If a client does not sign a consent or does not specify a particular record, sharing of that record will still be allowed if permitted by law. You may attach a list of covered records that the client must also sign. If any records include information relating to mental health (RCW 71.05.620), HIV/AIDS or STD testing or treatment (RCW 70.24.105), or drug and alcohol services (42 CFR 2.31(a)(5)), the client must mark these areas specifically to give permission to share these records. This form is not valid to include psychotherapy notes under 45 CFR 164.508(b)(3)(ii) and a separate form must be completed to include those records.
- Duration: Include an expiration date for the consent that serves your program purposes or as provided by law.
- Understanding: Be sure the client understands what permission is being granted and how and why information will be shared. If needed, use a translated form and interpreter or read the form aloud. If the client needs more information, provide an additional copy of the DSHS Notice of Privacy Practices or refer the client to the public disclosure officer for your unit

SIGNATURES:

- Client: Have client or a child over age of consent (13 for mental health and drug and alcohol services; 14 for HIV/AIDS and other STDs; any age for birth control and abortions; 18 for health care and other records) sign this box and insert the date of signature. The client may substitute a mark in this box that you witness.
- Agency Contact or Witness: You will sign in this box if you are the one presenting and explaining the form to the client. Please include your telephone number. If the client will be signing the form away from a business site, instruct the client to have a witness sign in this block and provide a telephone number. A notary public may serve as a witness to a client signature.
- Parent or Other Representative: If the client is a child under the age of consent, a parent or guardian must sign. If the child does not meet the age of consent for all records to be shared, both the child and the parent must sign. If the client has been declared legally incompetent, the court appointed guardian must sign and provide a copy of the order of appointment. If someone is signing in another capacity (including a person with a power of attorney or an estate representative), mark "other" and obtain a copy of the legal authority to act. The person signing must date the signature and give a telephone number or contact information.



PHOTOGRAPHY RELEASE FORM

I hereby authorize the City of Seattle Office of Immigrant and Refugee Affairs (OIRA) and «Contract_Contractor» to publish in print, electronic, or video format my likeness or image.

I acknowledge that since my participation in publications, websites, and other media produced by the OIRA and «Contract_Contractor» is voluntary, I will receive no financial compensation.

I further agree that my participation in any publication and website produced by the OIRA and «Contract_Contractor» confers upon me no rights of ownership whatsoever. I release the OIRA and «Contract_Contractor», and its employees from liability for any claims by me or any third party in connection with my participation.

Participant Signature *Date*

Print Name

Parent/Guardian Signature (if under 18)

Print Parent/Guardian Name

Telephone

