



City of Seattle

Jenny A. Durkan, Mayor

Human Services Department

Catherine Lester, Director

## **Electronic Contract/Amendment Processing for HSD Service Agreements**

Attached is an electronic copy of the contract between your agency and the City of Seattle Human Services Department (HSD) for your review and electronic signature and date.

To download a copy of the contract to save or print, click on "Printable Version" to access the .PDF copy of the contract. Once you have applied your electronic signature and date, DocuSign will notify HSD that the contract has been signed.

Should you have any questions, please contact **Yasin Darmulo**, at [yasin.darmulo@seattle.gov](mailto:yasin.darmulo@seattle.gov) or 206.615.1730.

Enclosures



# City of Seattle

## Human Services Department

700 5<sup>th</sup> Avenue, Suite 5800  
PO Box 34215  
Seattle, Washington 98124-4215  
(206) 386-1001

### PROJECT SERVICES AGREEMENT

PROJECT NAME: LEAD Program

FUND SOURCES: HSD General Funds

This Project Services Agreement ("Agreement") is made between The City of Seattle (hereinafter "City"), acting through its Director of the Human Services Department (hereinafter "Director"), and **Public Defender Association** (hereinafter "Agency").

Except as otherwise specifically provided for herein, this Agreement shall be subject to the terms and conditions of the Master Agency Services Agreement between the Agency and the City. The Master Agency Services Agreement is signed by the Agency and the City with original signature copies maintained by both parties. The provisions of the Master Agency Services Agreement are incorporated herein by this reference.

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 **January 1, 2018** and terminate on **December 31, 2018**, 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.

#### II. PAYMENT, RECORDS, AND OTHER CONDITIONS

##### 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 **One Million Seven Hundred Sixty Three Thousand Five Hundred Thirty Two Dollars (\$1,763,532.00)**.

### **Section 210. Excess Payment**

If the City's total compensation to the Agency under this Agreement exceeds Agency's actual final cost of Agency's performance by either 10% or more than \$10,000, the City may unilaterally require the Agency to either 1) reimburse the City that amount of City payment in excess of 10% or \$10,000 of actual program expenditures, whichever is less, or 2) require that the Agency submit a plan stating how such excess City payments will be applied to program purposes (which plan must be approved in writing by the City and will include a report or reports on the use of such payments). The City will make all final decisions regarding how excess payment will be treated under this Section. The "actual final cost of Agency's performance" will be determined by the final program expenditure report. All payments to the Agency under this Agreement will be included in the total compensation amount subject to adjustment under this Section.

### **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.

### **Section 230. Termination and Suspension**

- A. For Cause: The City may terminate a Project Services 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 a Project Services 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 a Project Services 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 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 the Project Services 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 the Project Services Agreement.

### III. SPECIAL CONDITIONS

#### Section 300.

The Agency will comply with the following Special Conditions:

- A. Homeless Management Information System (HMIS): HMIS is a countywide data management tool designed to facilitate data collection in order to improve human service delivery throughout King County. Participation in the Homeless Management Information System (HMIS) is a requirement per this agreement and specific information is outlined on Attachment 2. Data entered into HMIS will help our community improve services to homeless people by providing accurate information on the extent and nature of homelessness in our community and by accounting for our success in helping people move out of homelessness. Participation is also critical to help Seattle and King County successfully compete for grants for federal funding, such as the U.S. Department of Housing and Urban Development's homeless assistance funds.
- B. The primary purpose of outreach and engagement is to connect persons living unsheltered to the continuum of services leading to permanent housing. In order to most effectively accomplish this, all City of Seattle funded outreach programs will be required to participate in coordination activities to ensure maximization of resources, seamless care, standards of practice, and geographic coverage. This coordination will include, but is not limited to, required regular attendance at outreach provider meetings and designated staff participation in the Navigation Team model as determined to be population appropriate.

R11

**IV. SIGNATURES**

**Section 400. Entire Agreement**

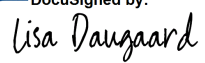
This Agreement consists of seven (7) sections, including any Special Conditions referenced in Section 300, together with the following attached exhibits (including the Master Agency Services Agreement on file between the Agency and the City), all of which shall be maintained by the City and subject to review by the Agency. This Agreement, the Master Agency Services Agreement and the exhibits set forth below contain the entire Agreement of the parties:

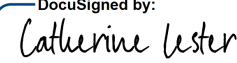
- EXHIBIT A-1, GOALS AND OBJECTIVES
- EXHIBIT A-2, PERFORMANCE STANDARDS
- EXHIBIT A-3, REPORTING REQUIREMENTS
- EXHIBIT B, BUDGET AND PAYMENT

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

**AGENCY**

**THE CITY OF SEATTLE**

DocuSigned by:  
  
 0B6652800AB3484...  
 \_\_\_\_\_  
 By or on behalf of

DocuSigned by:  
  
 9BDA53799D684C3...  
 \_\_\_\_\_  
 By or on behalf of

**Lisa Daugaard**  
 \_\_\_\_\_  
 Name (Typed)

**Catherine Lester**  
 \_\_\_\_\_  
 Name (Typed)

**Policy Director**  
 \_\_\_\_\_  
 Title

**Director,  
 Human Services Department**  
 \_\_\_\_\_  
 Title

3/19/2018 | 09:35 AM PDT  
 \_\_\_\_\_  
 Date

3/19/2018 | 08:55 AM PDT  
 \_\_\_\_\_  
 Date

DBA The Defender Association  
 810 3rd Avenue, Suite 705  
 \_\_\_\_\_  
 Address

Seattle, WA 98104  
 \_\_\_\_\_  
 City, State, Zip Code

(206) 392-0050  
 \_\_\_\_\_  
 Phone Number (Include Area Code)

lisa.daugaard@defender.org  
 \_\_\_\_\_  
 E-Mail Address (Required)

## **EXHIBIT A-1 GOALS AND OBJECTIVES**

### **INTRODUCTION**

The mission of the Human Services Department (HSD) is to connect people with resources and solutions during times of need. HSD lives out its mission, as one of the largest contributors to Seattle's safety net. HSD is responsible for providing \$89 million in contracts to more than 170 community-based human service providers that support the city's most vulnerable each year. Through the lens of equity, HSD supports programs, initiatives, and policies that address six key platforms:

1. Preparing youth for success
2. Supporting affordability and livability
3. Addressing homelessness
4. Promoting Public Health
5. Responding to Gender-Based Violence
6. Promoting Healthy Aging

The Human Services Department has developed Investment Principles that reflect HSD's commitment to funding high-quality services to create positive client outcomes.

1. Commitment to provide culturally relevant and linguistically competent services.
2. Maintaining high quality standards for facilities and program operations.
3. Integrate financial empowerment into services.
4. Commitment to neighborhood health and safety standards.
5. Commitment to coordinate and integrate services with community networks and with mainstream service systems.
6. Commitment to collect and submit high-quality data and use data to review and evaluate results.

These Investment Principles are required for all agencies that receive funding from HSD to offer services for homeless individuals and families. Refer to Attachment 1.

The Homeless Strategy and Investment (HSI) division of HSD manages a continuum of services with the goal of reducing homelessness in our city. Through HSI investments, families, youth, and individuals have access to a multitude of resources, programs, and/or services that include: homelessness prevention, housing services, and homeless survival interventions such as shelter, outreach, hygiene, health care, and day centers.

HSD's investment in the LEAD Program is part of a larger proactive, seamless service system investment that helps meet the basic needs of our community's most vulnerable residents and that helps people become and remain independent.

**PROGRAM TYPE**

Outreach and Engagement for Adults & Families

**PROGRAM DESCRIPTION**

The City of Seattle funds LEAD (Law Enforcement Assisted Diversion) to provide case management and purchase direct services for LEAD participants known to engage in drug-related crime and/or prostitution in the City of Seattle. LEAD participants will include both individuals referred prior to 2018 due to Seattle activity, and individuals referred in 2018 by SPD (Seattle Police Department) or the NCI (Neighborhood Correction Initiatives) team, or by Metro Police due to activity in the City of Seattle. In 2018, the expected scope of new LEAD referrals from patrol units in Seattle includes individuals known to commit criminal activity in downtown Seattle (the West Precinct south of Denny Way), in the East Precinct, or in the North Precinct. However, the SPD Navigation Team can make arrest or social contact referrals citywide that otherwise comport with LEAD eligibility criteria.

It is understood that the services funded by the City of Seattle are only one component of LEAD's essential elements, and other components, including project management, community engagement, dedicated King County Prosecutor capacity, expansion planning & LEAD legal services, are funded in 2017-2018 by MIDD (Mental Illness and Drug Dependency) II funds through King County.

**A. Service/Program Model**

Law Enforcement Assisted Diversion (LEAD) is a pre-booking diversion program in which law enforcement, prosecutors, community public safety leaders and case managers share information on an as-needed basis to create an Individual Intervention Plan (IIP) for each person referred. As much as possible, all "touches" with that individual are geared and coordinated to support that plan, although all operational participants retain all the discretion and authority they would otherwise have in engaging the individual.

LEAD operates in a harm reduction/Housing First framework. Project management for LEAD is provided by the Public Defender Association (PDA). PDA provides budget reports for the entire LEAD budget (which includes County & City funding, as well as private grant funding for project management and in-kind contributions of overtime & staff time from law enforcement and the King County Prosecutor) to the LEAD Policy Coordinating Group (PCG), the governing body for LEAD. City of Seattle agencies and entities have four seats on the LEAD PCG, which governs the program by consensus.

City of Seattle funding is for case management and direct services provided by Evergreen Treatment Services (ETS) REACH program, with associated administrative and overhead costs, and for dedicated Seattle City Attorney staffing for supporting/coordinating Seattle Municipal Court activity with IIPs of LEAD participants. REACH invoices PDA monthly and is reimbursed for LEAD expenses, which are divided into "City" and "County" invoices. Some City costs are covered by County funding; all City funds used to pay ETS/REACH are applied to services for individuals referred to LEAD due to activity in the City of Seattle. Services and case management for any individual referred to LEAD based on suspected law violations in the City of Seattle are appropriately charged to the City contract.

REACH will be responsible for data collection for monthly agency reports including HMIS reporting. To the greatest extent possible consistent with the City's needs and objectives, the City of Seattle HSD will collaborate with the King County Behavioral Health & Recovery Division (BHRD), which administers the King County MIDD II LEAD contract, to streamline and harmonize data collection requirements under the two LEAD contracts.

### **Vehicular Response Description**

PDA will coordinate with the Mayor's Office and SPD to ensure that LEAD operations in Seattle have a particular focus on individuals otherwise eligible for LEAD referral (via arrest diversion or social contact referral) who reside in vehicles and will provide community engagement to involve interested community leaders in how that operational planning moves ahead. PDA will be responsible for providing regular updates to the City Council on progress in developing this intentional focus on vehicle residents. This response may be in the North Precinct as LEAD launches operations there, and/or elsewhere.

### **B. Participant Eligibility Requirements**

Participants can enter LEAD through arrest diversion, for qualifying drug and prostitution offenses; or as social contact referrals, where officers have reason to believe the individual engages in drug-related crime in a LEAD neighborhood, but do not presently have probable cause to arrest the individual on a LEAD diversion-eligible offense. Social contact referrals are sometimes made in parallel to a booking & referral for prosecution on an offense that is not eligible for diversion, e.g., a property offense (burglary, shoplifting, vehicle prowling). Coordination occurs bilaterally through email, phone calls and texts; and in larger groups through group emails, group texting and the twice-monthly Operational Workgroup.



### C. Staffing Plan

The staffing plan includes all personnel who will work directly on this project. The Agency's Full-Time Equivalent (FTE) rate is based upon = 2,080 hours/year.

<b>Project Staffing Plan</b>		
<b>Position Title</b>	<b># FTE Funded through this Agreement</b>	<b># FTE Funded by Other Sources</b>
Co-Director	0.66	.34
Supervisor	1.32	0.68
IT Support	0.23	0.12
Data Specialist	0.33	0.17
Finance Specialist	0.23	0.12
Admin Assistant	0.5	0.25
Office Manager	0.66	0.34
Case Manager	10.56	5.44
Outreach Coordinator	1.98	1.02

## PERFORMANCE COMMITMENTS

By investing in Public Defender Association's LEAD Program, HSD expects to move individuals and families into housing by achieving the following performance commitments.

<b>SIP Investment Area Number &amp; Name:</b>		<b><i>A1F: Outreach and Engagement</i></b>
<b>SIP Code</b>	<b>PERFORMANCE COMMITMENTS (PC)</b>	
A1F1-M	PC #1: 350 unduplicated individuals that receive outreach, engagement or navigation services focused on housing placement.  Verification: Agency Records, Client Files and HMIS	
A1F2-O	PC #2: 60 Percent of households that receive a referral to emergency shelter or an authorized encampment.  Verification: Agency Records, Client Files and HMIS	
A1F3-O	PC #3: Percent of households that enter permanent housing. (Reporting only)  Verification: Agency Records, Client Files and HMIS	
A1F5-O	PC #5: Percent of household members that consent to participate in HMIS. (Reporting only)  Verification: Agency Records, Client Files and HMIS	

## **EXHIBIT A-2 PERFORMANCE STANDARDS**

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

1. The City's Program Specialist, Yasin Darmulo, or their successor, shall be the primary HSD contact with whom the Agency will communicate regarding the progress, performance, and achievement of the contract milestones and performance commitments.
2. Lisa Daugaard, the Agency's lead program contact, is responsible for communicating with the City's Program Specialist regarding program progress and performance.
3. 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.
4. The Agency shall notify the City's Program Specialist of all staff changes affecting the program funded through this Agreement 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.
5. The Agency shall not require individuals who are eligible for services under the terms of this Agreement 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 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.).
8. The Agency is responsible for all performance standards and agreements under the most recently executed Master Agency Service Agreement with the City of Seattle Human Services Department.
9. The Agency shall identify the services as funded by the City of Seattle Human Services Department in all communication with members of the public and recipients of services. The Agency shall also post a notice to this effect in a prominent place at each Agency location where such services are provided.
10. The City's Program Specialist will conduct a minimum of one annual review per contract to ensure the Agency's services are complying with contract terms and conditions. A Monitoring Evaluation Tool will be used to inform the annual monitoring

review level used by the Program Specialist. The Program Specialist will provide agencies with a list of monitoring requirements that match the level of monitoring. Specific fund sources may have additional monitoring requirements.

11. The Agency's lead program contact, identified in Performance Standard #2, is also responsible for reviewing HMIS data as part of the invoice review process.
12. The Agency shall demonstrate that services are client-centered and strength-based and shall use individualized service planning to coordinate housing-focused supportive services. Programs will seek input from current and/or former clients in areas of program planning, program development, policy development and program evaluation, including exit and/or post exit interviews or surveys, focus groups, and/or client meetings.
13. The Agency shall integrate financial empowerment into services. Agencies will provide information and services to increase the services accessed by clients to increase financial stability and self-sufficiency. Programs will assist clients to access benefits through connections with programs such as Washington Connection Web portal.
14. The Agency shall demonstrate sound financial practices and policies, including adequate accounting and administrative procedures and controls to safeguard proper use of funds. Programs will complete line-item budgets that show reasonable expenses for proposed services.
15. The Agency shall address gaps in services and increase access to resources by communities of color through collaborative services, building capacity and relationships.
16. The Agency shall coordinate with City departments and HSD divisions to maximize access to services for clients.
17. The Agency shall demonstrate capacity to locate and leverage new community partners on an ongoing basis.
18. The Agency shall demonstrate linkage agreements and partnerships with providers for appropriate, tailored services to promote housing access and stability, such as case management; health care; substance abuse detox and recovery treatment; mental health assessment and treatment; employment training, placement, and retention; housing placement; child care and after-school programs (for programs serving families); legal assistance; credit counseling; and life skills training.
19. The Agency shall participate in system-wide strategies designed to improve information, resources and services, such as Coordinated Entry for All (CEA). If a By Name List (BNL) process is developed to work in conjunction with the coordinated entry system for the funded target populations, agency participation as defined by the BNL process is mandatory as a condition of funding.

20. The Agency may not release participant information to any third party without the written consent of the participant, except to the HSD Program Specialist for this Agreement or other HSD staff as may be designated by the Department.
21. The Agency shall maintain client grievance procedures, which include how participants will be informed of their rights to resolve grievances. The Agency shall maintain documentation of all grievances filed against the program including, but not limited to, name of the individual filing the grievance, date the grievance is filed, nature of the grievance, outcome of the grievance and date of resolution.
22. The Agency shall develop, implement and maintain a tool to determine "client satisfaction" with contract funded services.
23. The Agency is expected to meet the City of Seattle HSD Minimum and Target Performance Standards at the end of this Exhibit. Programs not meeting any of the Minimum Performance Standards will be required to develop a technical assistance plan with their Program Specialist. The implementation of uniform Minimum and Target Performance Standards is designed to clarify expectations and provide an opportunity for targeted technical assistance.
24. The City of Seattle's Homeless Investments Request for Proposals included a commitment to institute performance-based contracts. The Homelessness Prevention, Diversion, Outreach and Engagement, and Encampment program types may be subject to performance contracting in 2019.
25. The Agency shall maintain written criminal background check policies and procedures that comply with all applicable federal, state and local laws and regulations, and shall keep records demonstrating compliance. Such policies and procedures shall include provisions for screening job applicants and volunteer candidates who may have unsupervised access to vulnerable adults (as defined in RCW 43.43.830) and children under 16 years of age and participants younger than 18 years old. The Agency's criminal background check policies, procedures and records shall be available for review upon request by City staff.
26. HMIS participation is required when a client engages in Outreach services. For the purposes of this contract, service engagement for Outreach programs is the point at which a homeless individual has set an appointment with a staff person and follows through on that appointment. This appointment can be formal or informal, but is a planned follow up activity. Future appointments may fluctuate between engagement and disengagement, but the initial follow through on the interaction and set appointment is the start of service engagement.
27. The Agency will adhere to the relevant Homeless Housing Project Model for Outreach and Engagement included in Attachment 5.

<b>Minimum Performance Standards: Outreach and Engagement</b>	
<b>Project Type</b>	<b>Percent Referred to Shelter or an Encampment</b>
Outreach and Engagement Programs	60%

## **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 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 Yasin Darmulo, Division on Homeless Strategy and Investment; City of Seattle Human Services Department; 700 5th Avenue, Suite 5800; PO Box 34215; Seattle, WA 98124-4215.

### **REQUIRED MONTHLY REPORTS**

1. The following reports must be submitted by the **tenth** working day of the month for the previous calendar month, except for the last invoice of the 2018 calendar year which is due **January 4, 2019**.
  - The Contractor's Invoice Form and the Contractor's Detailed Statement of Costs (both referenced as Attachment 3).

The Agency will submit one invoice with an original signature and one copy. The Agency also has the option of submitting one signed electronic invoice via email or fax to the City's Program Specialist.

2. A posted general ledger (GL), Income Statement, or Profit & Loss statement detailing the cost to be reimbursed shall be submitted with each invoice.
3. The Seattle-KC Program Outcomes Report will be pulled from HMIS each month and submitted with each invoice. The report must be reviewed and signed by the Agency's lead program contact. The HMIS project name(s) used to generate reports and other evaluation data for this Agreement will be **LEAD Expansion program - Outreach**. The invoice will not be paid without a signed Seattle-KC Program Outcomes Report

### **REQUIRED QUARTERLY REPORTS**

1. The Quarterly Narrative Report (Attachment 4) shall be submitted with the following invoices: March, June, September and December.

## **OTHER DOCUMENTATION REQUIRED**

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

1. Guidelines for Contract Reimbursement Based on Information Available in HMIS:
  - a. The Agency may be asked to submit additional data reports directly out of HMIS in a format and to an address provided by the City according to timeframes to be established and communicated by the Human Services Department.
  - b. Additional reports or information related to program performance or management may also be required by the City for auditing or evaluation purposes.



## **EXHIBIT B BUDGET AND PAYMENT**

Funding for the LEAD Program is made possible through revenue from the HSD General Funds. 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.

The City's line item reimbursement to the Agency will be based on the provision of services as identified in Exhibit A-1 and in accordance with the line item budget as specified in this Exhibit. The budget reflected in this Exhibit is a total project budget, reflecting all anticipated sources of funds, including those not provided by the City through this Agreement.

The following conditions apply to the contract budget:

- Indirect administrative costs may not exceed 15% of total contract costs; and

### **Budget 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. Changes between major budget categories of the Contract Budget of less than ten percent (10%) of the lesser major budget category need not be incorporated by written amendment; however, the City must be informed immediately in writing of each such change. Changes to the City's Agreement numbering system, fund source or coding may 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 representative of the parties hereto.

## January 1, 2018 - December 31, 2018 BUDGET

ITEM	Amount by Fund Source			Total Project
	HSD General Funds	Other <sup>1</sup> King County MIDD II	Other <sup>1</sup> King County MIDD II to PAO	
<b>1000 - PERSONNEL SERVICES</b>				
1110 Salaries	\$829,794.00	\$741,294.00	\$300,000.00	\$1,871,088.00
1300 Fringe Benefits	\$231,371.00	\$209,301.00	\$100,000.00	\$540,672.00
1400 Other Employee Benefits <sup>2</sup>	\$18,876.00	\$9,724.00		\$28,600.00
<b>SUBTOTAL - PERSONNEL SERVICES</b>	<b>\$1,080,041.00</b>	<b>\$960,319.00</b>	<b>\$400,000.00</b>	<b>\$2,440,360.00</b>
<b>2000 - SUPPLIES</b>				
2100 Office Supplies	\$8,580.00	\$4,420.00	0	\$13,000.00
2200 Operating Supplies <sup>3</sup>				
2300 Repairs & Maintenance Supplies	\$7,920.00	\$4,080.00		\$12,000.00
<b>SUBTOTAL - SUPPLIES</b>	<b>\$16,500.00</b>	<b>\$8,500.00</b>		<b>\$25,000.00</b>
<b>3000 - 4000 OTHER SERVICES &amp; CHARGES</b>				
3100 Expert & Consultant Services		\$15,000.00		\$15,000.00
3140 Contractual Employment	\$200,000.00	\$25,000.00		\$225,000.00
3150 Data Processing	\$15,180.00	\$7,820.00		\$23,000.00
3190 Other Professional Services <sup>4</sup>				
3210 Telephone				
3220 Postage				
3300 Automobile Expense	\$16,500.00	\$8,500.00		\$25,000.00
3310 Convention & Travel				
3400 Advertising				
3500 Printing & Duplicating				
3600 Insurance	\$9,900.00	\$5,100.00		\$15,000.00
3700 Public Utility Services				
3800 Repairs & Maintenance				
3900 Rentals - Buildings	\$42,900.00	\$102,100.00		\$145,000.00
Rentals - Equipment				
4210 Education Expense	\$8,580.00	\$4,420.00		\$13,000.00
4290 Other Miscellaneous Expenses <sup>5</sup>	\$214,101.00	\$121,047.00		\$335,148.00
4999 Administrative Costs/Indirect Costs <sup>6</sup>	\$159,830.00	\$155,414.00		\$315,244.00
<b>SUBTOTAL - OTHER SERVICES &amp; CHARGES</b>	<b>\$666,991.00</b>	<b>\$444,401.00</b>		<b>\$1,111,392.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,763,532.00</b>	<b>\$1,413,220.00</b>	<b>\$400,000.00</b>	<b>\$3,576,752.00</b>

<sup>1</sup> Identify specific funding sources included under "Other" above:	
King County MIDD II	\$1,413,220.00
King County MIDD II to Prosecutor Attorney's Office (PAO)	\$400,000.00
	\$
<b>TOTAL</b>	<b>\$1,813,220.00</b>

<sup>2</sup> Other Employee Benefits - Itemize below:	
on-call stipends for assigned triage responders @ \$550/week	\$28,600.00
	\$
	\$
<b>TOTAL</b>	<b>\$28,600.00</b>

<sup>3</sup> Operating Supplies - Itemize below (Do Not Include Office Supplies):	
	\$
	\$
	\$
	\$
<b>TOTAL</b>	<b>\$</b>

<sup>4</sup> Other Professional Services - Itemize below:	
	\$
	\$
	\$
	\$
<b>TOTAL</b>	<b>\$</b>

<sup>5</sup> Other Miscellaneous Expenses - Itemize below:	
client direct services for purchase (motel/hotel stays, private pay access to treatment, document fees for process of obtaining identification, bail, food, clothing, work supplies, transportation.)	\$335,148.00
	\$
	\$
	\$
<b>TOTAL</b>	<b>\$335,148.00</b>

<sup>6</sup> Administrative Costs/Indirect Costs - Itemize below:	
ETS/REACH indirect cost 15%	\$236,789.00
	\$
Public DA indirect cost 25%	\$78,455.00
	\$
<b>TOTAL</b>	<b>\$315,244.00</b>

<sup>6</sup> Administrative Costs/Indirect Costs: Human Services Department policy places a fifteen percent (15%) cap on reimbursement for agency indirect costs, based on the total contract budget. Restrictions related to federal approved rates and grant sources still apply.

Does agency have a federally approved rate?    NO
If yes, provide the rate.

**City of Seattle**  
**Human Services Department**  
**Investment Principles**

Agency is expected to adhere to the HSD Investment Principles and will demonstrate the ability to meet all of them.

- 1. Commitment to provide culturally relevant and linguistically competent services.** Agency will demonstrate that programs and staff are working effectively in cross-cultural situations, supported by agency policies, management and program staff actions. Cultural competency within Agency is demonstrated through a commitment to clients, accessibility of services, and relevance to the needs of the clients.
- 2. Maintaining high quality standards for facilities and program operations.** Program services will promote the general health and safety of clients. Programs will meet facility and service standards for safety, cleanliness, and accessibility. Agency will uphold operational and management standards to provide fiscal and program accountability.
- 3. Integrate financial empowerment into services.** Agencies will provide information and services to clients to increase financial stability and self-sufficiency. Financial literacy, education, and empowerment services can be provided through services at the agency site or through referrals to partner agencies. Connections to local asset building initiatives are encouraged, such as Bank-On Seattle King County to provide access to free or low cost financial services. Programs will assist clients to access benefits. Agencies will work with their HSD Program Specialist to determine appropriate financial empowerment milestones and facilitate connections to financial empowerment services.
- 4. Commitment to neighborhood health and safety standards.** Services and housing are contributors to the health and safety of neighborhoods. Through tools such as good neighbor agreements, Agency will work with community members, businesses and law enforcement to ensure they can provide a safe, clean environment that supports clients' rights to receive services as well as provide opportunities to contribute to the community's overall health and safety. The City of Seattle has an expectation that residents will work with shelters and service agencies in their neighborhoods to maintain a healthy, safe environment for everyone.

Good neighbor plans will include a process for communicating with neighboring businesses and residents, policy/procedure to address neighborhood concerns, written policy concerning the rights and responsibilities of clients, program rules and restrictions, and opportunities for providers, clients and community members

to participate in supporting program and client success in healthy and safe neighborhoods.

Agencies providing services to domestic violence survivors need to protect the safety and confidentiality of their clients. Guidelines will be modified for facilities that by their nature require confidentiality of location to protect the safety or personal privacy of clients, such as domestic violence shelter, transitional housing and service programs.

- 5. Commitment to coordinate and integrate services with community networks and with mainstream service systems.** HSD expects Agency to build collaborative partnerships to leverage resources and increase service capacity. A collaborative relationship exists when agencies are creating solutions together that no one party to the collaboration could separately achieve. Collaborative partnerships may be forged as part of formal or informal agreements to share, integrate, and/or streamline service delivery to achieve specific program or system goals or outcomes.
- 6. Commitment to collect and submit high-quality data and use data to review and evaluate results.** The Homeless Management Information System (HMIS) will be the central, system wide platform for collecting information about households who apply for and receive services from prevention, intervention and housing programs serving at-risk and homeless households.

**City of Seattle  
Human Services Department  
Homeless Management Information System (HMIS) Requirements**

Participation in the Homeless Management Information System (HMIS) requirements:

- a) The Agency shall actively participate in HMIS to be eligible for reimbursement during the term of the Agreement.
- b) Active participation will be evidenced by the program entering a complete data set for all clients served during the term of the Agreement.
- c) The Agency shall submit a complete data set on all program clients served. This includes universal, program specific and local continuum data elements for required report completion as outlined in the HMIS Data Standards Manual. Universal and program specific data elements are defined by the Department of Housing and Urban Development (HUD) in the HMIS Data Standards. Programs approved for the Minimum Program Intake/Exit process shall submit the approved sub-set of the data elements.
- d) The Agency shall obtain client consent before submitting personally identifying information according to procedures outlined in the partner agreement and in compliance with state law. The Agency must enter all required data according to the client's consent status.
- e) The Agency shall share personally identifying information (name, birth date, social security number) at the system designated regional level with client consent. The system designated regional level includes all participating programs within the Seattle/King County Continuum of Care. Only agencies with signed agreements with the HMIS administrator will have access to the data collected.
- f) Clients may not be refused services based solely on their refusal to provide personally identifying information for the HMIS. This is not meant to prevent agencies from collecting information required for eligibility screening or other internal Agency requirements.
- g) Acknowledging the paramount need to protect the safety of survivors of domestic violence and sexual assault, the Agency should not enter personally identifying information (i.e. name, date of birth, last known permanent address or other contact information, or social security number) into HMIS. Furthermore, potentially identifying demographic information (i.e. information that could be used to identify a person in combination with other non-personally identifying information) may be excluded from entry into HMIS. The Agency should follow HMIS Consent Refused Data Entry procedures regarding these situations. Victim service providers are required to enter basic information about the organization/program (Program Descriptor Data), not including street address, into HMIS.

h) Agency shall not enter confidential information regarding HIV/AIDS status, in accordance with RCW 70.02.220. If funding (i.e. HOPWA) requires HMIS use, those clients' data shall be entered without Identifying Information.

**City of Seattle – Human Services Department  
Contractor’s Invoice Form – Line Item Reimbursement**

Program Specialist: <b>Yasin Darmulo</b>	Division: <b>Division on Homeless Strategy and Investment</b>	Phone: <b>206.615.1730</b>	Contract #: <b>DA18-1492</b>	Contract Period: <b>1/1/2018 -12/31/2018</b>	Invoice #:	Invoice Period:
Contractor’s Name: <b>Public Defender Association</b>		Contractor’s Address: <b>DBA The Defender Association 810 3rd Avenue, Suite 705 Seattle, WA 98104</b>		Program Name: <b>LEAD Program</b>		Contact Person & Phone #: <b>Lisa Daugaard 206-392-0050 x729</b>

Line Item Description	Total Cost
Personnel Services	\$
Supplies	\$
Other Services & Charges	\$
<b>Subtotal</b>	\$
<b>Deductions</b>	\$
<b>Prior Period Adjustment (+/-)</b>	
<b>Net Amount of Request</b>	\$

Fund Sources HSD General Funds	HSD General Funds	Total
Contract Budget	\$1,763,532.00	\$1,763,532.00
<b>Less PRIOR Reimbursement</b>		
Less Net Amount of This Request		
Equals Contract Balance		

INVOICE 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 materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against The City of Seattle, and that I am authorized to authenticate and certify to said claim.

Print Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HSD Program Specialist Certification		HSD Finance Analyst Certification	
Signature: _____	Appropriation #: _____	Examiner’s Signature: _____	
Date: _____	Amount to be Paid: _____	Date: _____	



**Contractor's Detailed Statement of Costs**

<b>Contractor's Name:</b> Public Defender Association		<b>Name of Person Completing Form:</b>		
<b>Project/Program Name:</b> LEAD Program		<b>Phone Number:</b>		<b>Contract Number:</b> DA18-1492
<b>Contractor's Address:</b> DBA The Defender Association 810 3rd Avenue, Suite 705 Seattle, WA 98104		<b>Date Form Completed:</b>		<b>Contract Period:</b> 1/1/2018 - 12/31/2018
<b>Invoice Number:</b>		<b>Invoice Period:</b>		
<b>Cost Category</b>	<b>Contract Budget HSD General Funds</b>	<b>Prior Reimbursement to Date</b>	<b>Cost for Report Month</b>	<b>Remaining Balance</b>
<b>1000 Personnel Services</b>				
1110 Salaries & Wages	\$829,794.00			
1300 Fringe Benefits	\$231,371.00			
1400 Other Employee Benefits	\$18,876.00			
<b>Subtotal Personnel Services</b>	<b>\$1,080,041.00</b>			
<b>2000 - SUPPLIES</b>				
2100 Office Supplies	\$8,580.00			
2300 Repairs & Maintenance Supplies	\$7,920.00			
<b>SUBTOTAL - SUPPLIES</b>	<b>\$16,500.00</b>			
<b>3000 - 4000 OTHER SERVICES &amp; CHARGES</b>				
3140 Contractual Employment	\$200,000.00			
3150 Data Processing	\$15,180.00			
3300 Automobile Expense	\$16,500.00			
3600 Insurance	\$9,900.00			
3900 Rentals - Buildings	\$42,900.00			
4210 Education Expense	\$8,580.00			
4290 Other Miscellaneous Expenses <sup>5</sup>	\$214,101.00			
4999 Administrative Costs/Indirect Costs <sup>6</sup>	\$159,830.00			
<b>SUBTOTAL - OTHER SERVICES &amp; CHARGES</b>	<b>\$666,991.00</b>			
<b>Total Contract Expenditures</b>	<b>\$1,763, 532.00</b>			



## Homeless Housing Project Model

### Outreach & Engagement

Outreach & Engagement services are coordinated, person centered, and persistent, bringing services directly to the people experiencing homelessness who might not seek out services and connecting them to permanent housing and necessary supports.

<b>Population</b>	Outreach and Engagement services will support families, individuals, youth, and young adults who are experiencing homelessness. The focus is on those living unsheltered (street-based) and youth and young adults (housing navigators).
<b>Eligibility Requirements</b>	Eligibility for street-based outreach includes people living unsheltered in Seattle. Eligibility for Youth/Young Adult Housing Navigators includes homeless young adults, including young parents, who request a CEA housing assessment; ages 17.5 to 24; literally homeless (non-housing), in shelter, or within 14 days to eviction.
<b>Eligible Use of Funds</b>	Eligible costs vary, but primarily include meeting immediate needs (ex. transportation, food assistance), connections with supportive services (ex. documentation replacement), and placement into housing (ex. diversion, move-in costs).
<b>Recommended Staff Roles and Staffing Levels</b>	Staffing ratio needs to support relationship development and housing-focused services.  Case management services should be tailored to meet the needs of people where they are, both their level of need and geographically. The role of the outreach staff is to develop relationships, engage in creative solutions to identify housing opportunities, and support movement to stable housing.
<b>Core Components/Best Practices</b>	<p><u>Assessment and Service Provision Competency:</u></p> <ul style="list-style-type: none"> <li>• Able to establish a trusting relationship with the individual experiencing homelessness</li> <li>• Qualified to conduct and document a reliable needs assessment which includes: behavioral health; substance use, treatment status, and harm reduction measures; physical health; disability; housing; employment; household composition; and geographic considerations</li> <li>• Establish connections to community services that meet their needs, including providing intensive and ongoing support to navigate processes and systems that are often complex</li> <li>• Dedicate adequate resources to ensure staff can walk with participants through the referral process, as needed, including following up on referrals to confirm a successful connection and ensure the participant is receiving appropriate services.</li> <li>• Secure shelter/housing services based on what the participant wants, without prerequisites such as sobriety, project completion, or medication compliance</li> </ul> <p><u>Housing System Competency:</u></p> <ul style="list-style-type: none"> <li>• Ability to access the housing system in order to support participants to exit homelessness</li> <li>• Housing First: Coordinated Entry for All (CEA); By Name List coordination efforts; low barrier shelters; sanctioned encampments; motels; diversion funds</li> <li>• Housing navigation/Case management services</li> <li>• Flexible funds</li> </ul> <p><u>Behavioral and Physical Health Competency:</u></p>

	<ul style="list-style-type: none"> <li>• Directly refer participants to licensed behavioral health and/or physical health care services, verify services are provided either where the individual resides or at the behavioral health provider’s location, and coordinate care with any existing provider working with the individual.</li> <li>• Trained in harm reduction practices including: providing information on rights related to drug overdose (e.g. Good Samaritan Law); drug treatment options, including Medication Assisted Treatment (Buprenorphine and Methadone); and focusing on minimizing physical, social, and legal harms. Street based outreach project staff should have additional training on safe needle exchange &amp; disposal and carrying, using, and training others to use Narcan.</li> <li>• Execute harm reduction practices where needed and in accordance with the standards set forth by the National Health Care for the Homeless Council</li> </ul> <p><u>Training, Supervision and Safety Competency:</u></p> <ul style="list-style-type: none"> <li>• Trained in best practices, including: Engaging in person centered approach, trauma informed care, motivational interviewing, skill based assessments, stages of change/engagement; Clarity general training, Coordinated Entry for All (CEA) housing assessor training, and Diversion.</li> <li>• Perform duties in pairs to practice adequate safety and backup for outreach workers when providing street-based services, DMHPs, and WSDOT.</li> <li>• Trained in self-care practices related to secondary trauma and burn out.</li> </ul> <p><u>Cultural Competency:</u> A provider must have a policy for how they will work with the following groups in compliance with City non-discrimination laws and racial equity principles: Those affected by domestic violence; physical disabilities; intellectual disabilities; LGBTQIA community and resources; immigrants/refugees.</p>
<p><b>HSD Performance Indicators (Performance targets and minimum standards)</b></p>	<p>Service Level Targets/Minimum Standards:</p> <p>System performance measures may include:</p> <ul style="list-style-type: none"> <li>• Moving people into shelter, transitional, or permanent housing</li> <li>• Completing, or confirming the completion of, a Coordinated Entry for All assessment</li> <li>• Linking people to outpatient mental health, and physical health treatment, (e.g., confirmed attendance at a clinical visit).</li> <li>• Supporting participants, once in housing, with six months of aftercare support.</li> </ul> <p>Providers may also be required, depending on project objectives, to measure:</p> <ul style="list-style-type: none"> <li>• Syringe distribution</li> <li>• Narcan training and distribution</li> <li>• Referrals to medically assisted treatment (MAT) and other substance use treatment</li> <li>• Placement in employment</li> <li>• Obtaining IDs</li> <li>• Securing financial assistance, such as public benefits</li> <li>• Participant-centered goal setting related to physical or behavioral health.</li> </ul>