

**CONTRACT AGREEMENT FOR SERVICES**  
**between**  
**the City of Missoula**  
**and Partnership Health Center**  
**for Frequent Utilizer System Engagement (FUSE) Services**

This Contract is entered into this \_\_\_ day of November, 2019, by and between the City of Missoula, Montana, herein referred to as the "City," or "Owner" and Partnership Health Center whose address is 401 Railroad Street, herein referred to as the "Contractor" or "Vendor."

Witnesseth:

WHEREAS, the City desires to engage the Contractor and enter into agreement with the contractor to provide FUSE Services, further defined under SCOPE OF SERVICES.

WHEREAS, the City has complied with the State, Federal, and local procurement requirements regarding the selection of contractors;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR. Contractor agrees to perform the scope of services referenced in this agreement, which may be referenced and portions of which may be incorporated by reference into this Agreement. Services to be performed under this Agreement shall commence upon the date specified in the SCOPE OF SERVICES and shall remain in full force and effect unless formally modified or terminated by written notice, or until all project is completed and accepted by the Owner.
2. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Contractor is an independent contractor and that neither its principals nor its employees, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Contractor has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.
3. LIAISON. The City's designated liaison with the Contractor is Theresa Williams, with the City of Missoula. The Contractor's designated liaison with the City is Mary Jane Nealon, with Partnership Health Center.
4. SCOPE OF SERVICES. The Contractor will support the City's efforts to establish FUSE services in the community by hiring a FUSE Coordinator. The FUSE Coordinator will be responsible for the development, implementation, and ongoing maintenance of the FUSE

Program and works closely with the Missoula Supportive Housing Collaborative, a core group of committed partners who help guide the program, resolve problems and foster successes. The FUSE Coordinator will also provide direct services as needed and coordinates and oversees the FUSE Program mobile and clinic-based services. The FUSE Coordinator supports the program to engage individuals in outreach services, link participants to treatment providers, and fulfill documentation and outcome requirements of the program. A full Scope of Work can be found in Attachment B.

5. COMPENSATION. For the satisfactory completion of the activities list in the SCOPE OF SERVICES the City will pay the Contractor the sum not to exceed \$150,000 for work performed between the November 1, 2019 and October 31, 2021. The City agrees to pay the Contractor in monthly or quarterly installments. The first installment may be made in advance of the program start date, to ensure adequate delivery of service.
6. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The contractor further covenants that, in performing this Contract, it will employ no person who has any such interest.
7. MODIFICATION AND ASSIGNABILITY OF CONTRACT. This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, who are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
8. TERMINATION OF CONTRACT. This Contract may be terminated as follows:
  - (a) Termination due to loss of funding. This Contract will terminate, in whole or in part, at the discretion of the City in the event that the funds for the project are withdrawn. In this event, the City will give the Contractor advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss of Project funding.
  - (b) Termination for cause.
    - (i) If, at any time before the date of completion, one of the parties determines that the other party has failed to comply with any of the terms and conditions of this Contract, the aggrieved party may give notice, in writing, to the defaulting party of any deficiencies claimed. The notice

will be sufficient for all purposes if it describes the default in general terms. If the defaulting party fails to cure and correct all defaults claimed within a reasonable period to be specified in the notice, the aggrieved may, with no further notice, declare this Contract to be terminated in whole or in part.

- (ii) If the Contractor is the defaulting party, it will thereafter be entitled to receive payment for those services satisfactorily performed to the date of termination less the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply with the contract's terms and conditions.
- (iii) If the City is the defaulting party it will pay the Contractor for those services satisfactorily performed to the date of termination plus the amount of reasonable damages suffered by the Contractor by reason of the City's failure to comply with the contract's terms and conditions.
- (iv) Notwithstanding the above, the defaulting party is not relieved of liability to the aggrieved party for damages sustained by the aggrieved party by virtue of any breach of this contract.
- (v) If the Contractor is the defaulting party, the City may withhold any payments to the Contractor for purposes of setoff until the exact amount of damages due the City from the Contractor is determined.

9. Davis-Bacon Act of 1931. If any construction, repair or alteration activities will take place, the Contractor and any subcontractors must comply with the prevailing wage rate requirements under the Montana Prevailing Wage Law (Little Davis-Bacon).
10. CIVIL RIGHTS ACT OF 1964. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
11. NONDISCRIMINATION. The Contractor will not discriminate against any employee or applicant for employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications and as described in **Attachment A** of this contract.

12. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). Contractor shall comply with any applicable provisions of the AMERICANS WITH DISABILITIES ACT with respect to the performance of this contract. Contractor shall incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs:  
“Contractor will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Contractor. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Contractor.”
13. EVIDENCE OF WORKERS COMPENSATION COVERAGE. Contractor hereby certifies that Contractor is covered by a Workers' Compensation insurance program with either the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for Contractor's worker's compensation insurance or claims or that the Contractor has received a waiver of such coverage from the State of Montana. If the Contractor has not received a waiver from such coverage, the Contractor shall provide evidence of such coverage to the City prior to the City's validation of the agreement.
14. AFFIRMATIVE ACTION. The Contractor, subcontractors, subgrantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan and Title 49, MCA or forfeit the right to continue such business dealings. See **Attachment A**.
15. COMPLIANCE WITH OTHER FEDERAL, STATE, COUNTY, AND MUNICIPAL LAWS. Contractor shall obey all other laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, and Occupational Safety and Health Administration (OSHA). Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the City as a result of such violation.
16. OWNERSHIP AND PUBLICATION OF MATERIALS. All records, drawings, reports, information, data, and other materials prepared by the Contractor pursuant to this Contract are the property of the City, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.
17. REPORTS AND INFORMATION. The Contractor will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal

shares. These records will be made available for audit purposes to the City or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract unless permission to destroy them is granted by the City.

18. ACCESS TO RECORDS. It is expressly understood that the Contractor's records relating to this Contract will be available during normal business hours for inspection by the City, the U.S. Comptroller General, and, when required by law, the Montana Legislative Auditor and Legislative Fiscal Analyst.
19. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE. The parties understand and agree that performance of this contract is in the City of Missoula and that in the event of litigation concerning it, venue is the Fourth Judicial District in and for the County of Missoula, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
20. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless the City, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Contractor, its employees or agents. City shall defend, indemnify and hold harmless Contractor, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the City, its employees or agents.
21. INSURANCE. The City acknowledges Contractor, as a division of Missoula County, is self-insured in accordance with Mont. Code Ann. § 2-9-211.
22. CHANGES IN THE WORK. The City liaisons reserve the right to make such alterations in the work plans or in the types and quantities of work as may be considered necessary. Any such alterations shall be expressed in writing to the Contractor by the City liaisons and shall not be considered a waiver of any conditions of the contract nor to invalidate any of the provisions thereof; provided, however, that the execution of a supplemental agreement or amendment acceptable to both parties of the contract will be necessary before any alteration is made which involves (1) an extension or shortening of the length of the project by more than 25% (2) an increase or decrease of more than 25% of total cost of the work described within the Section or Attachment entitled "Scope of Services," or (3) an increase or decrease of more than 25% in the quantity of any one major contract task described under the Scope of Services.
  - A. For condition (3) above, a major item is defined as any item, for which the price amounts to 10% or more of the total contract price as determined by the original quantities and the unit contract prices (or schedule of values if applicable).

B. When an alteration requires the execution of a supplemental agreement or amendment, the agreement or amendment shall be fully executed before any work on the alteration is started.

23. PREVIOUS AGREEMENTS. This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.
24. BINDING EFFECT. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.
25. SEVERABILITY. If a part of this Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
26. NOTICES

All notices to the City of Missoula shall be sent to:

Attn: Theresa Williams  
Phone: (406) 552-6398  
City of Missoula  
435 Ryman Street  
Missoula, MT 59802

All notices to Contractor shall be sent to:

Attn: Mary Jane Nealon  
Phone: (406) 258-4165  
Partnership Health Center  
401 Railroad St. W  
Missoula, MT 59801

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this \_\_\_\_\_ day of November, 2019.

**PARTNERSHIP HEALTH CENTER,  
CONTRACTOR, BY:**

**CITY OF MISSOULA,  
OWNER, BY:**

\_\_\_\_\_  
LAURIE FRANCIS, EXECUTIVE DIRECTOR

\_\_\_\_\_  
JOHN ENGEN, MAYOR

BOARD OF COUNTY COMMISSIONERS:

\_\_\_\_\_  
ATTEST:  
MARTHA L. REHBEIN, CITY CLERK

\_\_\_\_\_  
David Strohmaier, Chair

\_\_\_\_\_  
JIM NUGENT, CITY ATTORNEY

\_\_\_\_\_  
Josh Slotnick, Commissioner

\_\_\_\_\_  
Juanita Vero, Commissioner

## ATTACHMENT A

**NON-DISCRIMINATION.** All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

**AFFIRMATIVE ACTION POLICY.** Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

### **The City's Affirmative Action Policy Statement is:**

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.



## **ATTACHMENT B**

### **SCOPE OF WORK**

The Missoula County Frequent User System Engagement (FUSE) Initiative aims to address the issue of people with chronic health conditions cycling in and out of jails, hospitals, emergency rooms and homelessness in order to improve health and human outcomes. The FUSE Initiative prioritizes supportive housing and services through Missoula’s Coordinated Entry System and consists of individuals currently in Missoula that meet the following eligibility criteria (via a cross systems data match):

1. Have interaction with at least 2 of the 5 systems for which data is currently tracked (Jail, MPD contacts, St. Pat’s hospital, HMIS, and the Poverello Center)
2. Are experiencing homelessness; AND
3. Have had at least 10 ED visits in a one-year look back period

Partnership Health Center (PHC) will support the City of Missoula’s efforts to establish a FUSE Service Model in Missoula by hiring a FUSE Coordinator. This individual, under the guidance and supervision of PHC, is responsible for the development, implementation, and ongoing maintenance of the FUSE Program and works closely with the Missoula Supportive Housing Collaborative, a core group of committed partners who help guide the program, resolve problems and foster successes.

The FUSE Coordinator also provides direct services as needed and coordinates and oversees the FUSE Program mobile and clinic-based services. The FUSE Coordinator supports the program to engage individuals in outreach services, link participants to treatment providers, and fulfill documentation and outcome requirements of the program. Partnership Health Center’s mission and values stipulate that all services provided are based on participant strengths and choices and follow evidence based practices of psychosocial rehabilitation.

### **Essential Functions**

- Oversee the administrative and service delivery functions of the FUSE Program in accordance with the Missoula Supportive Housing Collaborative, ensuring outcomes and adherence to grant requirements
- Incorporate FUSE Eligibility Criteria into the Missoula Coordinated Entry System Prioritization Policy
- During Phase 1, work with the Corporation for Supportive Housing to create “triple aim tracking”, ensuring that the FUSE Program is identifying and tracking the data necessary to measure outcomes in housing retention, inpatient hospital stays and emergency department usage, and criminal justice encounters for the target population
- Create an effective internal and external communications plan to keep stakeholders engaged, informed and in alignment with the Missoula Supportive Housing Collaborative vision and priorities

- Engage in regular communication and planning with a host of community organizations to ensure community programs are effectively coordinated and implemented through proactive planning and messaging
- Facilitate care coordination meetings to ensure services are appropriate to meet client needs, monitor adherence to the treatment plan and adjust service intensity when warranted
- Provide community based outreach services to individuals with co-occurring disorders who are homeless and experiencing frequent crisis
- Use Motivational Interviewing and Harm Reduction interventions to promote engagement in outreach services
- Complete required documentation including Missoula Coordinated Entry System Access Point phased-assessment process, data entry to the Homeless Management Information System, and daily use of an electronic health record
- Use assessment information and client goals to develop action plans, recommendations, and referrals to appropriate services and resources
- Collaborate closely with community partners including housing resources, medical providers, behavioral health providers, courts, emergency services, jails, benefits resources, and other social service providers through all aspects of outreach services