Burien Contract # 4815

1/1/17

City of Burien, Washington
City Hall Contract Routing Sheet

Name of Contracting Party: Seattle-King County Public Health

Project Name/Description: 2017-2018 Mobile Dental Van

Contract Amount: $ 24,000 per year (Human Services Funding)

Type of Contract: (Includes Agreements, Grants, Interlocals, Leases, MOUs, etc.)

☐ Architectural/Engineering ☐ From MSRC Engineering Roster ☐ RFQ Process Done ☐ Consulting/Services (Non-Engineering) ☑ Human Svcs/Arts&Culture	☐ Construction/Public Works ☐ Informal Bidding Process Done-3 bids (less than $35,000) ☐ From MRSC Small Works Roster ($35,000 to $300,000) ☐ Competitive/Advertised Bidding Done (Over $300,000) ☐ Other: Sole Source - Emergency	☐ Grant ☐ Lease ☐ Other: _____ ☐ Contract Amendment to Contract No. _____

Is this contract authorized in the current year's budget? ☑ Yes ☐ No

If budgeted, list Fund/Dept.: General Fund - Finance - Human Services

Page # in Budget: 2-37 Budget line item amount: $320,000

BARS Account Number: 001-04-514-20-41-41C

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: Lori Flemig *Date:* 4-25-17

- ☒ Draft contract, get contract file checklist items
- ☐ Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- ☐ Obtain *Dept. Director Approval* _____ *Date:* _____

Legal Dept. Directions/Review: Cynthia Selah *Date:* 4/27/17

- ☒ Review insurance
- ☐ Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Review: Lori Flemig *Date:* 4-27-17

- ☒ Review contract budget/administrative review.

City Manager Review if over $25,000: _____ *Date:* _____

- ☐ Return Contract Package to Finance Dept.

Contract Manager Directions:

- ☒ Obtain signatures on contract.
- ☒ Provide fully signed copy of contract to other party.
- ☒ Make copy of contract for own files, if desired.
- ☒ Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- ☒ Assign contract number.
- ☒ Provide contract number to Contract Manager.
- ☒ Provide Contract Package to Scanner.

Contract File Checklist:

- ☒ W-9 Taxpayer ID Form
- ☒ Burien Business License# 09585
- ☒ Insurance Certificate
- ☐ Bids, if applicable ☒ N/A
- ☒ Contract Fully Signed

2017-2018 CONTRACT FOR HUMAN SERVICES
City of Burien and Seattle-King County Department of Public Health
for Mobile Dental Van Services

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city hereinafter referred to as "the City", and Seattle-King County Department of Public Health herein referred to as the "Agency", whose principal office is located at 401 – 5th Avenue, Suite 1000, Seattle, Washington 98104.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the resources to perform such services, and

WHEREAS, the City desires to have the Agency perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Agency. The Agency shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Agency shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Agency shall request and obtain prior written approval from the City prior to the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, prior written approval is also required.

2. Compensation and Method of Payment. The City shall pay the Agency for services rendered within thirty days after receipt of an invoice in a form similar to Exhibit B attached hereto. The Agency shall submit quarterly reports along with each billing voucher. The total amount to be paid shall not exceed twenty-four thousand dollars ($24,000) annually, to be paid after rendition of the applicable services in equal quarterly installments. If the Agency's invoice, supporting documentation, and reports are not submitted within one hundred twenty (120) days after the quarter in which services were provided, the City shall be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice; provided, however, the City may elect to pay any invoice that is not submitted in a timely manner. The Agency shall complete and return Exhibit C, Form W-9 Request for Taxpayer Identification Number, to the City on or before the execution of this Agreement.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period of two years commencing January 1, 2017 ending December 31, 2018 unless sooner terminated under the provisions hereinafter specified. Funding for the second year of the contract is contingent upon satisfactory performance during the first year of the contract and upon available funding.

4. Ownership and Use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and other materials produced by the Agency in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Contractor. The Agency is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the City. Any and all employees of the Agency or other persons while engaged in the performance of any work or services required of the Agency under this Agreement shall be considered to be employees of the Agency only, and not employees of the City. The Agency and City agree to the following rights consistent with an independent contractor relationship:

A. Agency has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

B. Agency will furnish all equipment and materials used to provide the services required by this Agreement.

C. The Agency or Agency's employees or contract personnel shall perform the services required by this Agreement; the City shall not hire or supervise any assistants to help Agency.

D. Neither Agency nor Agency's employees or contract personnel shall receive any training from City in the skills necessary to perform the services required by this Agreement.

E. City shall not require Agency or Agency's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Agency acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Agency agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Agency's status as an independent contractor. If the City is assessed, liable or responsible in any manner for those charges or taxes, the Agency agrees to hold the City harmless from those costs, including attorney's fees.

The Agency shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.

The Agency, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Agency understands that neither Agency nor Agency's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the City. The City shall not obtain workers' compensation insurance on behalf of Agency or Agency's employees. City shall make no state or federal unemployment compensation payments on behalf of Agency or Agency's employees or contract personnel. Agency will not be entitled to these benefits in connection with work performed under this Agreement. City shall not provide any insurance coverage of any kind for Agency or Agency's employees or contract personnel. Agency agrees to maintain adequate insurance to cover any negligent acts committed by Agency or Agency's employees or agents while performing services under this Agreement.

6. Indemnification.

A. The Agency agrees to indemnify the City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the Agency, the Agency's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.

B. The City agrees to indemnify Agency from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the City, the Cities employees, or agents in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.

C. If negligence or willful misconduct of both the Agency and the City (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost or expense shall be shared between the Agency and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

D. The Agency hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Agency agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

7. Insurance.

The Agency is part of King County ("County"), a charter county government under the constitution of the State of Washington that maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property.

The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

8. Record Keeping and Reporting.

A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement

and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

C. The Agency shall provide quarterly reports to the City containing statistical data concerning client intakes and other relevant services performed by the Agency during the reporting period. The Agency will report to the City in such quarterly report the types and number of programs which the Agency provided, together with information concerning the number of sessions, the number of people who participated or received the services, and if applicable, the number of staff service hours provided. The report shall contain information concerning both those services rendered to Burien residents and those rendered to nonresidents. Quarterly reports shall be similar to the form in Exhibit E. An annual demographic report shall be submitted similar to the form in Exhibit D. If the agency is doing outcome reporting for other jurisdictions, they are requested to provide a similar outcome report to the City of Burien.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. The Agency shall permit the City, State and Federal Agencies, from time to time as the City deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all pertinent books and records of the Agency and any other person or entity which has performed work in connection with or related to the Agency's services under this Agreement to verify the accuracy of accounting records, and shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon the City's request. The Agency shall ensure that such inspection, audit and copying right of the City is a condition of any contract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Agency's services under this Agreement.

10. Termination. This Agreement may at any time be terminated by either party by giving the other party thirty (30) days written notice.

11. Discrimination Prohibited. The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Agreement on the basis of race, creed, color, national origin, families with children, sex, sexual orientation, gender identity, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person.

12. Assignment and Subcontract. The Agency may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest.

A. Governmental. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial

interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined pursuant to RCW 42.23.040.

B. Agency. The Agency shall comply with all federal, state and City conflict of interest laws, statutes, regulations and policies as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City. The Agency represents that the Agency presently has no interest and shall not acquire any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Agency's services and obligations hereunder. The Agency also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to termination. The Agency has a continuing obligation to search and report any actual or potential conflicts of interest during the course of performing work under this Agreement.

C. Agency Employees. The Agency further covenants that, with respect to its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Agency's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Agency further covenants that it will implement and enforce requirements that its employees, with respect to this Agreement or the activities assisted by or through this Agreement, (a) will not use their position for personal gain, (b) will not engage in activities that directly or indirectly, in fact or in appearance, conflict with in any manner or degree, the performance of the Agency's services and obligations hereunder, (c) will not have or obtain, directly or indirectly, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit directly or indirectly, in fact or in appearance, either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict directly or indirectly, in fact or in appearance, with his or her responsibilities under this Agreement.

14. Prohibited Use of Funds. None of the funds, material, property or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Burien City council, the Washington State Legislature, the U.S. Congress, or any other legislative body.

15. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

16. Notices. Administrative notices to the City of Burien shall be sent to the following address:
Lori Fleming, Management Analyst
City of Burien
400 SW 152nd St., Suite 300
Burien, Washington 98166
Phone number: (206) 248-5518
E-mail: Lorif@burienwa.gov

Legal notices shall be sent to the City Clerk at the address above.

Notices to the Agency shall be sent to the following address:

Alicia Benish
Mobile Medical Van Program Manager
401 – 5th Avenue
Seattle, WA 98104
Telephone: (206) 450-8922
E-mail: Alicia.benish@kingcounty.gov

17. City of Burien Business License. If applicable, Agency agrees to obtain a City of Burien business license prior to performing any work pursuant to this Agreement.

18. State of Washington Requirements. Agency agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

19. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 28th day of April, 2017

CITY OF BURIEN, WASHINGTON

By: CC Clarke

Title: Finance Director

Date: 4/28/17

SEATTLE-KING COUNTY
DEPT. OF PUBLIC HEALTH

By:

Title: TJ Cosgrove, Director
Community Health Services Division
Public Health-Seattle & King County

Date: 4/19/17

EXHIBIT A

Scope of Services to be Provided by Agency. The Agency shall furnish services including, but not limited to, the following:

Program Summary:

The Mobile Medical Program serves homeless residents of South King County, providing outreach and an array of medical, psychiatric, dental, and social work services as well as help in meeting housing, medical benefits, domestic violence, and other needs. It includes mobile medical van and mobile dental van services that travel to various locations in South King County. The dental service is a walk-in treatment and provides emergency dental procedures, dental exams, restorative dental treatment, and assistance in obtaining dentures. The dental treatment is fully integrated with the program's other core services.

The Agency will provide 24 mobile dental van visits per year to a Burien location, with approximately 70 unduplicated Burien residents to be served per year with 84 dental visits. Currently the mobile medical van is at Transform Burien at the Burien Community Center Annex, located at 425 SW 144th Street on the first and third Wednesday of each month from 11am to 3pm. The mobile dental van will join the medical van on one of the Wednesdays each month from 11am to 3pm. Days of the week and times may change.

The mobile dental van may have up to two visits cancelled per year with no reduction in funding. More than two cancellations will result in a reduction of $1,000 per cancelled visit over two.

Reporting:

- *Quarterly*: Billing and performance measure report (similar to Exhibit E).
- *Annual:* Demographics report (similar to Exhibit D); and Outcomes report. Outcome report will include the % of mobile dental van patients that received care from additional mobile medical staff (i.e. doctor, mental health social worker, chemical dependency counselor, benefits/outreach specialist)

City Funding Sources:

$24,000 per year is to be paid from the City's general fund human services fund each year. Funding may be used by the Agency for costs of operating the mobile dental van, dental provider salaries, and other costs related to providing mobile dental van services to Burien residents.

EXHIBIT B

Billing Voucher

To: City of Burien
400 SW 152nd St., Suite 300
Burien, Washington 98166
Phone: (206) 241-4647
FAX: (206) 248-5539

Agency: _____ Telephone: _____

Mailing Address: _____

Specific Program: _____

Contract period: _____Reporting Period: _____

Amount requested this invoice: $_____

Invoice Number: _____ Date of Invoice _____

_____
Authorized signature

BUDGET SUMMARY:

Total contract amount	$_____
Previous payments	$_____
Current request	$_____
Total requested this contract to date	$_____
Balance remaining	$_____

Note: Agency should use own invoice form. If invoice does not include the Budget Summary information shown above, then this form should be included with Agency's invoice.

Exhibit D

CITY OF BURIEN, WASHINGTON
HUMAN SERVICES ANNUAL DEMOGRAPHICS REPORT

Agency Name:_____

Date submitted: _____ Reporting Period: From _____ to _____		Quarters				
		1st	2nd	3rd	4th	Total Number YTD
TOTAL NO. OF UNDUPLICATED* BURIEN RESIDENTS ASSISTED.						
AGE:	0-5					
	6-12					
	13-17					
	18-34					
	35-54					
	55-74					
	75+					
GENDER:	Female					
	Male					
INCOME:	(30% & below median) Very Low					
	(50% & below median) Low					
	(80% & below median) Moderate					
	Other					
	Unknown					
RACE/ETHNICITY:	White or Caucasian					
	Black, African American					
	Latino, Latino American, Hispanic					
	Asian, Asian American					
	Native Hawaiian or Pacific Islander					
	American Indian or Alaskan Native					
	Multi-Race or Other					
	Unknown					
ZIP CODE:	98166					
Number of Burien Residents served by zip code:	98168					
	98146					
	98148					
	Unknown					
HOMELESS INDIVIDUALS						
PERSONS WITH DISABILITIES						
LIMITED ENGLISH PROFICIENCY						

*** Unduplicated means count each client only once per year (despite number of visits).**

EXHIBIT E

CITY OF BURIEN, WASHINGTON
Human Services Quarterly Performance Measures

1. **BASIC DATA**

Program Title: 2017-2018 Mobile Dental Van Date _____

Prepared By: _____ Phone: _____

2 **PROGRAM MEASURES**

	1st Qtr Projection	1st Qtr Actuals	2nd Qtr Projection	2nd Qtr Actuals	3rd Qtr Projection	3rd Qtr Actuals	4th Qtr Projection	4th Qtr Actuals	Projected Totals	Actual Totals
No. of Unduplicated* **Burien** Residents Served.	17		18		17		18		70	
No. of Dental Visits by Burien Residents.	21		21		21		21		84	
No. of Mobile Dental Van Visits to Burien (1 visit = 4 hours)	6		6		6		6		24	

3. **PROGRAM NARRATIVE** (Include narrative of program for this reporting period and progress toward meeting program measures).

**** Unduplicated means to only count a person the first time they are served for the year. Submit with each reimbursement request to Lori Fleming, City of Burien, 400 SW 152nd St., Suite 300., Burien, WA 98166. If you have any questions, please call Lori Fleming at 206-248-5518.***