Burien Contract # 4819
1/1/17

City of Burien, Washington
City Hall Contract Routing Sheet

Name of Contracting Party: King County Community and Human Services

Project Name/Description: 2017-2018 Highline Senior Center Program Support Grant

Contract Amount: $ $22,676

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

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

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

If budgeted, list Fund/Dept.: General Fund - Parks

Page # in Budget: 2-64 Budget line item amount: _____

BARS Account Number: Revenue

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: Kristy D. *Date:* _____

- ☐ 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: _____ *Date:* _____

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

Finance Dept. Directions/Review: was previously routed *Date:* 1-6-17

- ☐ 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.
- ~~☒~~ If Interlocal Agreement, CRS copy to CM Dept. Asst.
- ☒ Provide Contract Package to Scanner.

Contract File Checklist:

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

RECEIVED
JAN REC'D

King County

Department of Community and Human Services
Community Services Division
Homeless Housing Section
206-263-9097 TTY Relay: 711

KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2017/2018

Contractor City of Burien
Project Title *Highline Senior Center Program*
Contract Amount $ 22,676
Contract Period From: 01/01/2017 To 12/31/2018
DUNS No. (if applicable) 135822690 SAM No. (if applicable) 5K9M5

THIS CONTRACT No. 5897603 is entered into by KING COUNTY (the "County"), and City of Burien (the "Contractor") whose address is 400 SW 152nd Street, Suite 300, Burien, WA 98166.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	$22,676	01/01/2017 - 12/31/2018
TOTAL	$22,676	01/01/2017 - 12/31/2018

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I. Incorporation of Exhibits

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

Certificates of Insurance/Endorsements	Attached hereto as Exhibit I
Highline Senior Center Program	Attached hereto as Exhibit II

II. Term and Termination

A. This Contract shall commence on 01/01/2017, and shall terminate on 12/31/2018, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the other party 30 days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term

This form is available in alternate formats upon request for persons with disabilities.

specified in Subsection II.A. above, by providing the Contractor 30 days advance written notice of the suspension.

C. The County may terminate or suspend this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page 1.

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. Compensation and Method of Payment

A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract and its attached exhibit(s).

B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice is received.

C. The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as specified in this contract and its attached exhibit(s), the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

IV. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

V. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. Debarment status may be verified at https://www.sam.gov/.

VI. Maintenance of Records/Evaluations and Inspections

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

C. The records listed in A and B above shall be maintained for a period of six years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this

Contract and six years after termination hereof, unless a longer retention period is required by law.

D. If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/DCHS/contracts

VIII. Audits

A. If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of $750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.

B. A Contractor, for-profit or non-profit that is not subject to the requirements in **SECTION VIII. A.** and receives in excess of $100,000 in funds during its fiscal year from the County, shall provide fiscal year audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year (if applicable, see **SECTION VIII. E.**).

C. Non-profit contractors who receive less than $100,000 from the County during their fiscal year shall provide 1) form 990 within 30 days of its being filed; and 2) a full set of annual financial statements.

D. For-profit contractors who receive less than $100,000 from the County during their fiscal year shall provide 1) income tax return within 30 days of its being filed; and 2) a full set of annual financial statements.

E. A Contractor that is not subject to the requirements in **SECTION VIII. A.** may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

1. That financial reporting and any associated management letter show no reportable conditions or internal control issues; and

2. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

Audit documentation shall be sent electronically to: csdaudits@kingcounty.gov

IX. Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

A. The County will notify the Contractor in writing of the nature of the breach;

The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;

D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II., Subsections B, C, D, and E.

X. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI. Hold Harmless and Indemnification

A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this

Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

C. To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. Insurance Requirements

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance as described in **EXHIBIT I.**, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Examples of coverage types and limit

requirements can be found by visiting http://www.kingcounty.gov/DCHS/contracts. Contractors shall read and provide required insurance documentation prior to the signing of this Contract.

XIII. **Assignment/Subcontracting**

A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment.

B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. The Contractor shall include Sections IV, V, VI, VII, XI A, XI B, XI G, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXV, and XXVI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. **Nondiscrimination and Payment of a Living Wage**

A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at http://www.kingcounty.gov/DCHS/contracts.

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of $100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

XV. Conflict of Interest

A. The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.

C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI. Equipment Purchase, Maintenance, and Ownership

A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

B. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII. **Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XIX. **King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

XX. **Future Support**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXI. **Entire Contract/Waiver of Default**

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII. **Contract Amendments**

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII. **Notices**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV. **Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV. **Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI. No Third Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVII. Contractor Certification

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the DCHS website at http://www.kingcounty.gov/DCHS/contracts and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract

KING COUNTY

Steph A S FOR
King County Executive

1-26-17
Date

CITY OF BURIEN

Signature

Steve Roenee
Name (Please type or print)

1-11-17
Date

Approved as to Form:
OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

WA cities
Insurance Authority

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

05-Jan-17 **Cert#:** 10611

King County Community Services Division
Attn: Mark Sherard
401 Fifth Avenue, Ste 150
Seattle, WA 98104

RE: City of Burien
2016 Grant Contract for Burien Highline Senior Center

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 160 public entities in the State of Washington.

WCIA has at least $1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

Eric B. Larson
Deputy Director

cc: Lisa Marshall
Kristy Dunn

cleter

EXHIBIT II
CITY OF BURIEN
HIGHLINE SENIOR CENTER PROGRAM

I. WORK STATEMENT

The Contractor shall provide services for older persons in accordance with the terms and conditions described hereinafter. The total amount of reimbursement pursuant to this Exhibit shall not exceed $22,676 in County funds during the period January 1, 2017 through December 31, 2018, of which $11,171 is awarded for 2017, and $11,505 is awarded for 2018. Ongoing funding for the full two years of the Exhibit shall be contingent on program performance and continued funding availability.

II. PROGRAM DESCRIPTION

A. Outcomes

1. Maintain or increase the ability of older adults to remain independent by decreasing social isolation and addressing physical and mental disabilities.

2. Improve the understanding of older adults of the available resources and support services for them.

B. Indicators

1. For Outcome One, the percentage of senior center participants who indicated on a semi-annual senior center survey that they:

   a. Feel more able to stay independent;

   b. See friends more often/made new friends;

   c. Got out more often because of attending the center;

   d. Have more energy; and

   e. Feel happier or more satisfied with their life.

2. For Outcome Two, the percentage of senior center participants who indicated on a semi-annual senior center survey that they:

   a. Know where to ask if they need help such as a ride to the doctor; and

   b. Have learned about services and benefits.

C. Eligibility

King County residents age 55 and older, with a priority on serving residents who live in rural, unincorporated areas or in the North Highline, West Hill/Skyway areas of the County. In addition, emphasis should be placed on serving older adults who live on low-incomes, are people of color, or whose primary language is not English.

D. Definitions

1. Activities designed to address Social Isolation are defined as scheduled activities such as classes, tours, computer labs, guest speakers, slide presentations, card and board games, crafts, and other individual and group activities designed to build relationships among clients and with the community.

2. Case Management is defined as assisting clients contacting the center in such activities as: filling out insurance, benefit, or entitlement eligibility forms and applications; contacting clients' family members to coordinate care planning, contacting service providers (such as transportation services, health care professionals, social service agencies, housing repair organizations, senior assistance or other programs) to secure services; scheduling appointments for clients, accompanying clients to appointments and/or other activities to help clients access services.

3. Community Relations are defined as activities to promote and support the work of the senior center and include: editing and distributing relevant newsletters; building inter-contractor partnerships to provide services at the center in collaboration with other organizations; serving on senior-focused community based boards and committees; and/or establishing relationships with local businesses on behalf of the client population.

4. Health Promotion is defined as activities designed to educate and support people in making choices to improve health and well-being. This may include health screening (e.g., blood pressure checks, blood glucose checks); health education; training to self-manage chronic conditions; and/or other health enhancement programs.

5. Hours of Participant Attendance are defined as the minimum number of hours each unduplicated client participates in activities or programs offered or sponsored by the senior center. For the purposes of this Exhibit, the assumption is that each unduplicated client will attend the senior center a minimum of two and one-half hours.

6. Information and Assistance is defined as providing current information face-to-face, by phone, electronically, or by mail, about benefits and services for persons. The information is provided to the client for his/her action.

7. Legal Counseling is defined as activities delivered by volunteer attorneys, trained legal interns, or other trained volunteers to provide clients with individual or group education, information, or advice on legal issues.

8. Schedule of Activities is defined as a list that shows the dates and times the activities and programs are offered.

9. Senior Center Survey is defined as a measurement tool designed to assess whether senior center participants received benefit and/or saw positive changes in their lives as a result of attending the senior center.

10. Senior Outreach is defined as activities to locate and recruit older adults living in the community who currently do not regularly participate in the senior center programs.

11. Supervised Exercise is defined as physical activities provided to individuals or in groups to clients by a trained leader to improve or maintain client health and include: fitness classes designed to maintain or improve balance, strength, flexibility, and endurance such as Tai Chi, Yoga, dance, and/or chair exercise sessions.

12. Transportation Services are defined as activities to provide mobility to clients by means of providing transportation directly, collaborating with organizations that provide transportation, or assisting clients to access transportation when they cannot drive.

13. Volunteer Opportunities are defined as the senior center providing recruitment, screening, training, and supervision of volunteers of any age who can contribute their time and energy at the center.

E. Program Requirements

1. Minimum Performance Requirements

The Contractor shall meet the following minimum performance requirements during the term of this Exhibit:

a. Hours of Participant Attendance in 2017:

	1st qtr	Jan-Mar	2nd qtr	Jan-Jun	3rd qtr	Jan-Sep	4th qtr	Jan-Dec
No. of Hours of Participant Attendance	517	517	515	1,032	515	1,547	515	2,062

b. Unduplicated Number of Clients Served in 2017:

	1st qtr	Jan-Mar	2nd qtr	Jan-Jun	3rd qtr	Jan-Sep	4th qtr	Jan-Dec
Unduplicated No. of Clients Served	207	207	206	413	206	619	206	825

c. Hours of Participant Attendance in 2018:

	1st qtr	Jan-Mar	2nd qtr	Jan-Jun	3rd qtr	Jan-Sep	4th qtr	Jan-Dec
No. of Hours of Participant Attendance	517	517	515	1,032	515	1,547	515	2,062

d. Unduplicated Number of Clients Served in 2018:

	1st qtr	Jan-Mar	2nd qtr	Jan-Jun	3rd qtr	Jan-Sep	4th qtr	Jan-Dec
Unduplicated No. of Clients Served	207	207	206	413	206	619	206	825

2. Range of Services

The Contractor shall directly provide, or provide access to, on a monthly basis at least four of the following services as they are defined in Section II.D. above:

a. Activities addressing Social Isolation;

b. Case Management;

c. Community Relations;

d. Health Promotion;

e. Information and Assistance;

f. Legal Counseling;

g. Senior Outreach;

h. Supervised Exercise;

i. Transportation; and/or

j. Volunteer Opportunities.

3. Service Coordination

In order to complement and maximize available resources, and to achieve the best possible outcomes for clients, the Contractor shall have a working agreement and/or contractual relationship for coordinated service provision.

4. Service Exclusions

For the purpose of this Exhibit, the following services shall not qualify the Contractor for funding. Clients participating in only these services and no others from the list in Section II.D. are not to be counted or reported on the Services Activities Report, Client Profile Report, or Human Services Outcomes Report.

Excluded:

a. Congregate nutrition/Community dining;

b. Home-delivered meals/Meals-on-Wheels;

c. Foot care;

d. Immunizations; and

e. Professional mental health counseling.

G. Department of Community and Human Services Web-Referenced Definitions Or Requirements Site Language:

If any changes are made to web-referenced definitions or requirements, the Community Services Division (CSD) shall inform the Contractor by email, in writing, or

via DocuSign within two business days. It shall be the Contractor's responsibility to review the definition changes via the web site and to inform the CSD's contract manager when the definition review is completed, by email, in writing, or via DocuSign.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package quarterly that consists of an invoice statement and other reporting requirements as stated in Section IV. of this Exhibit in a format and method approved by the County. The Billing Invoice Package is due within ten working days after the end of each quarter.

2. A hard copy of the invoice statement shall be submitted with original signatures. Accompanying reports, as stated in Section IV, shall be submitted electronically.

B. Method of Payment

1. The quarterly payment schedule shall be:

January – March 2017	$2,792
April – June 2017	$2,792
July – September 2017	$2,792
October – December 2017	$2,801
January – March 2018	$2,876
April – June 2018	$2,876
July – September 2018	$2,876
October – December 2018	$2,877
Reimbursement under this Exhibit shall not exceed:	$22,676

2. If total services provided are below 90 percent of the minimum performance requirements stated in Section II.E.1., Program Requirements, of this Exhibit, payment for services rendered during that quarter shall be reduced. Payment reductions shall be calculated using one-fourth of the annual Exhibit amount and shall be no more than the percentage of total performance below the 90 percent level. The County retains the authority to set the actual reduction level. Payment reductions in accordance with this clause shall be made based on quarterly data presented in contractually required reports.

3. The Contractor may regain the reduced amount in subsequent quarters if the cumulative level of services reaches 90 percent of the minimum service requirements stated in Section II.E.1. Payment restorations shall be made based on cumulative data reported on the June, September, and December invoices.

4. If the Contractor is temporarily closed due to circumstances such as adverse weather conditions, natural disasters, or any other unforeseen situations that would impede safe operations, the County may waive the sanction on underperformance upon approval of a written explanation from the Contractor.

5. The Contractor shall advise the County quarterly of any changes in revenues from sources other than the County that are used to provide services funded under this Exhibit. The Contractor agrees to renegotiate performance requirements if the County determines that such changes are substantial.

6. Payment to the Contractor may be withheld for any month in which the Contractor has not submitted the contractually required reports.

IV. REPORTING AND EVALUATION REQUIREMENTS

The Contractor shall submit the following reports electronically in a format and method approved by the County.

A. The Standard Reporting Requirements are specified on the King County Department of Community and Human Services web site. The web site address is:

http://www.kingcounty.gov/DCHS/contracts

B. Narrative Report, in a format approved by the County, identifying which of the services specified in Section II.E.2., Range of Services, the Contractor provided with each monthly invoice. A monthly schedule of activities and programs shall be submitted with the Narrative Report.

C. The outcomes specified in Section II.A., shall be measured using the indicators specified in Section II.B. The Contractor shall determine the number and perfect of senior center participants who reported the items specified in Section II.B., Indicators as follows: the Contractor shall, on a semi-annual basis, administer a Senior Center Survey, in a format approved by the County, to 20 percent of the respective time period's unduplicated number of senior center participants selected at random.