

### City of Burien, Washington Contract Routing Sheet

Name of Contracting Party: King County Community Services

Project Name/Description: 2013 Grant for Burien/Highline Senior Center

Contract Amount: \$ 10,500  
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

<input type="checkbox"/> <b>Architectural/Engineering</b> <input type="checkbox"/> From Engineering Roster <input type="checkbox"/> Advertised Bidding Done  <input type="checkbox"/> <b>Professional Services</b> (Non-Engineering) <input type="checkbox"/> 3 Bids received <input type="checkbox"/> Direct Negotiation	<input type="checkbox"/> <b>Construction</b> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$20,000/\$35,000) <input type="checkbox"/> From Small Works Roster (\$20,000/35,000 to \$100,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$100,000) <input type="checkbox"/> Other: _____	<input type="checkbox"/> <b>Human Services/Arts &amp; Culture/City Match</b>  <input checked="" type="checkbox"/> <b>Other: Grant</b>  <input type="checkbox"/> <b>Contract Amendment</b> to Contract No. _____
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(Please attach a list of all bids received)

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

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

Page # in Budget: 2-66 Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: \_\_\_\_\_

Is a budget amendment needed?  Yes  No Amount? \$ \_\_\_\_\_

Date of Council Approval: \_\_\_\_\_

**REVIEWED BY:**

Contract Manager: Kristy D. Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

Management Analyst: Aleming Date: 12-3-13

<p><b><u>Routing Instructions:</u></b></p> <p><input type="checkbox"/> Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____</p> <p><input type="checkbox"/> Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____</p> <p><input type="checkbox"/> Other (Please describe) _____</p>	<p><b><u>Contract File Checklist:</u></b></p> <p><input type="checkbox"/> Purchase Order # _____</p> <p><input type="checkbox"/> Tax ID Form</p> <p><input type="checkbox"/> Current Business License # _____</p> <p><input type="checkbox"/> Insurance Certificate</p> <p><input checked="" type="checkbox"/> Contract Fully Signed</p>
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**KING COUNTY PUBLIC ENTITY SERVICES CONTRACT – 2013**

Contractor City of Burien  
Project Title City of Burien - Highline Senior Center  
Contract Amount \$ 10,500  
Contract Period From: 01/01/2013 To 12/31/2013  
DUNS No. (if applicable) \_\_\_\_\_ CCR No. (if applicable) \_\_\_\_\_

THIS CONTRACT No. 5500070 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.

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

**I. EXHIBITS**

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

<u>Certificates of Insurance/Endorsements</u>	Attached hereto as Exhibit I
<u>City of Burien - Highline Senior Center</u>	Attached hereto as Exhibit II

**II. DURATION OF CONTRACT**

This Contract shall commence on the 1st day of January 2013, and shall terminate on the 31st day of December 2013, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

**III. 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.

**IV. COMPENSATION AND METHOD OF PAYMENT**

- A. The Contractor shall apply the funds received from the County under this Contract in accordance with the budget, if included within an Exhibit.
- B. The County shall reimburse the Contractor for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits.

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

C. The current funding sources, funding levels, and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	\$10,500	01/01/2013 - 12/31/2013
TOTAL	\$10,500	01/01/2013 - 12/31/2013

- D. 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 and all outstanding reports are received and approved.
- E. If the Contractor's final invoice and reports are not submitted by the day specified in the attached Exhibit(s), the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- F. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.

**V. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP**

- A. The Contractor agrees that equipment purchased with Contract funds at a cost of \$5,000 per item or more and identified in an Exhibit as reimbursable is upon its purchase or receipt the property of the Contractor, County, and/or federal, and/or state government, as specified in the Exhibit.
- B. The Contractor shall be responsible for all such equipment, including the proper care and maintenance.
- C. The Contractor shall ensure that all such equipment shall be returned to the appropriate government Contractor, whether federal, state or county, upon written request of the County.
- D. The Contractor shall admit County staff to the Contractor's premises for the purpose of marking such property with appropriate government property tags.
- E. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

**VI. CONTRACT AMENDMENTS**

Either party may request changes or an extension to this Contract. Proposed amendments which are mutually agreed upon shall be incorporated by written amendments to this Contract. No oral statement or other conduct by the County shall change or modify the Contract.

**VII. INTERNAL CONTROL, ACCOUNTING AND AUDITS**

**Internal Control and Accounting**

The Contractor shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

**Audits**

- A. The Contractor shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within 30 days of receipt.
- B. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Contract, the Contractor agrees this Contract may be amended to require that the Contractor comply with any such additional audit requirements. Even if this Contract is not amended, the Contractor agrees to comply with any such additional audit requirements.

## **VIII. RECORDS, INSPECTIONS AND EVALUATIONS**

### **A. Retention of Records**

1. The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this contract in accordance with generally accepted account principles. The Contractor shall retain for six years after the date of final payment under the Contract all financial information, data and records for all work.
2. 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 within ten working days of any such relocation.

### **B. Evaluations and Inspections**

1. The Contractor shall provide right of access to its facilities, including those of any subcontractor, 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 shall give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
2. The records and documents with respect to all matters covered by this Contract shall be subject at all times 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.
3. 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.

### **C. Public Records Requests**

1. This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").
2. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor

10 business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

**IX. 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.

**X. 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 shall apply:

- A. The County shall notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing no later than 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 than 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;
- C. The County shall notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Contractor's corrective action plan;
- D. 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 of this Contract in whole or in part pursuant to Section XI. Subsection A.;
- E. 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

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

**XI. TERMINATION**

- A. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II., by providing the Contractor 30 days advance written notice of the termination.

The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event that:

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 Section XI. Subsection A.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 immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- B. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract and its attached Exhibits, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this subsection: (1) the County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; 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.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation year.

- C. This Contract may be terminated by the Contractor without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Contractor shall provide the County 90 days advance written notice of its intent not to renew this Contract, in whole or in part.
- D. 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.

**XII. 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 of 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.

### **XIII. 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.
- B. 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, and hold 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.
- C. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that 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 Duration of Contract or the Termination sections.
- D. The Contractor shall protect, defend, indemnify, and hold 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, 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 attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- E. The County shall protect, defend, indemnify, and hold 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, or agents. 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 attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

- F. 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.
- G. To the extent that a Contractor subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XVII. Subsection B. of this Contract, the Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from, the negligent act or omissions of the Contractor's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.
- H. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- I. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

#### **XIV. INSURANCE REQUIREMENTS**

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. Failure by the Contractor, its agents, employees, officers, and or subcontractors, to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance;  
The Contractor shall maintain limits no less than,

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY.
2. Professional Liability, Errors and Omissions: \$1,000,000 Per Claim and in the Aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles Risk Management will review and set the appropriate limits of coverage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation: Statutory requirements of the State of residency, and Employers' Liability or "Stop Gap" coverage: \$1,000,000

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. All Liability Policies except Workers Compensation and Professional Liability:
  - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**
  - b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.
  - c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) calendar days prior written notice, has been given to the County.

D. Acceptability of Insurers

Insurance coverage is to be placed with insurers with an AM Best's rating of no less than A: VIII, or, if not rated with an AM Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Best's rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

**XV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. Nondiscrimination in Employment

During performance of this 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, gender expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake 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, gender expression or age. The Contractors equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

**C. Equal Benefits to Employees with Domestic Partners**

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at \$25,000 or more, the non-public Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When a competitively awarded contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference.

They are also available online at:

[http://www.kingcounty.gov/operations/procurement/Services/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx)

**D. Nondiscrimination in Subcontracting Practices.**

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

**E. Compliance with Laws and Regulations.**

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

**F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities.**

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address:  
<http://www.kingcounty.gov/bdcc>.

The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750,000 dollars.

2. Contact the OMWBE to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by Toll Free telephone (866) 208-1064.
  3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.
- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.
- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the Americans with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability.

Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the Subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

#### **XVI. SUBCONTRACTS AND ASSIGNMENT/SUBCONTRACTING**

- A. The Contractor shall include the above Sections III. Future Support, IV. Compensation and Method of Payment, V Equipment Purchase, Maintenance and Ownership, VII. Internal Control, Accounting and Audits, VII.I Records, Inspections and Evaluations, XIII. Hold Harmless and Indemnification, XIV. Insurance Requirements, XVI. Subcontracts and Assignment/Subcontracting, paragraph B-1, XXV. Service Provided in Accordance with Law and Rule and Regulation, and XXVII. Political Activity Prohibited in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.
- B. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement 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."
- C. The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System <http://epls.arnet.gov>, which lists all suspended and debarred entities.
- D. 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 shall be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment or subcontract.
- E. "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.

**XVII. CONFLICT OF INTEREST**

- A. The Contractor agrees to comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section XI. and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
  - 1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one year after leaving County employment if he/she participated in determining the services contracted for herein or processes to be followed while a County employee.
  - 2. 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 Contract may result in termination of this Contract.
  - 3. 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.

**XVIII. CONFIDENTIALITY**

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.

**XIX. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH**

- A. If the Contractor maintains computerized or other forms of data that includes personal information owned by the County, the Contractor shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).
- B. The Contractor shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:
  - 1. Circumstances associated with the breach;
  - 2. Actions taken by the Contractor to respond to the breach; and
  - 3. Steps the Contractor shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

- C. The County may at its sole discretion, require the Contractor to contact the appropriate law enforcement Contractor and to provide the County a copy of the report of the investigation conducted by the law enforcement Contractor. The Contractor shall also provide the County with any information it has regarding the security breach.
- D. The Contractor shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.
- E. The Contractor shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Contractor shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).
- F. If the Contractor demonstrates that the cost of providing notice would exceed \$250,000, or that the potentially affected persons exceeds \$500,000, or the Contractor does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).
  - 1. E-mail notice when the Contractor has an e-mail address for the subject persons;
  - 2. Conspicuous posting of the notice on the Contractor's web site page, if the Contractor maintains one; and
  - 3. Notification to major County-wide media.
- G. For the purpose of this section, "personal information" means the same as defined in RCW 42.56.590
  - 1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or
  - 2. Account number or credit or debit card number, in combination with any required security code; access code, or password that would permit access to an individual's financial account.

**XX. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

**A. Obligations and Activities of the Contractor**

- 1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

2. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Contractor is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
3. Within two business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.
4. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.
5. The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.
6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
7. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.
8. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
9. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary, in a reasonable time

and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.

10. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

**B. Permitted Uses and Disclosures by Business Associate**

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

**C. Effect of Termination**

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.
2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

**D. Reimbursement for Costs Incurred Due to Breach**

Contractor shall reimburse the County, without limitation, for all costs of investigation, dispute-resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Contractor.

**XXI. EMERGENCY RESPONSE**

- A. The Contractor shall prepare and submit within six months of the execution of the Contract the necessary plans, procedures and protocols to:
  1. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage; and
  2. Continue operations during a prolonged event such as a pandemic.

- B. The Contractor shall conduct exercises or drills to test the effectiveness of its plans at least once a year and document the results of the exercise or drill.
- C. The Contractor shall prepare the plans in a format approved by the County. The explanation of the format will include the specific content of the Contractor's plans. The County will specify areas that must be addressed in the Contractor's plan.
- D. The County may waive the requirements in subsections A, B or C upon written request by the Contractor identifying compelling reasons why such requirements should not apply.

**XXII. NOTICES**

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via U.S. mail, personal delivery or electronic mail with the notice or documentation attached in a portable document format (PDF).

**XXIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY**

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20 & King County Executive Policy CON 7-1-2):

**XXIV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION**

The Contractor, and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the Department of Social and Health Services (DSHS) and County Agreement on General Terms and Conditions between the DSHS and King County, as amended, 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.

The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System <http://epls.arnet.gov>, which lists all suspended and debarred entities.

*In the event of a conflict between any of the language contained in any exhibit or any 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.*

This Contract shall be governed by and construed to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court of U.S. District for the Western District of Washington, in Seattle.

**XXV. 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.

**XXVI. 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.

**XXVII. FORCE MAJEURE**

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

**XXVIII. SEVERABILITY**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed and instituted on the date above written.

KING COUNTY

CITY OF BURIEN

FOR *Gregg Mann*  
King County Executive

12/5/12  
Date

*Michael Lafreniere*  
Signature

MICHAEL LAFRENIERE  
Name (Please type or print)

11-30-12  
Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY  
OCTOBER 2012

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

29-Nov-12

Cert#: 8065

King County Community Services Division  
Attn: Elaine Goddard  
401 Fifth Avenue, Suite 150  
Seattle, WA 98104

RE: City of Burien  
2013 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 150 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: Craig Knutson

clatter

**EXHIBIT II  
CITY OF BURIEN  
SENIOR CENTER PROGRAM**

**I. WORK STATEMENT**

The Contractor shall provide services for older persons in accordance with the terms and conditions described hereinafter. The Contractor shall be compensated for the provision of such service in an amount not to exceed \$10,500 from County funds during the Exhibit period January 1, 2013 through December 31, 2013.

**II. PROGRAM DESCRIPTION**

**A. Outcomes**

1. Continue to develop and provide services that reduce the growth of emergency medical and criminal justice system involvement and costs by decreasing social isolation and addressing physical and mental disabilities of older adults.
2. Continue to develop and provide services that reduce the growth of emergency medical and criminal justice system involvement and costs by improving the quality of support services received by older adults.

**B. Indicators**

1. For Outcome One, the percentage of senior center participants who indicated on a quarterly senior center survey that they:
  - a. Received needed support at the center;
  - b. Feel more healthy and fit as a result of attending the center's programs;
  - c. Did not use an emergency room during the past three months;
  - d. Tried new activities at the center;
  - e. Got out more often because of attending the center;
2. For Outcome Two, the percentage of senior center participants who indicated on a quarterly senior center survey that they:
  - a. Recommended the senior center to others; and
  - b. Indicated moderate to high satisfaction with the senior center.

**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**

	1 <sup>st</sup> qtr	Jan- Mar	2 <sup>nd</sup> qtr	Jan- Jun	3 <sup>rd</sup> qtr	Jan- Sep	4 <sup>th</sup> 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**

	1 <sup>st</sup> qtr	Jan- Mar	2 <sup>nd</sup> qtr	Jan- Jun	3 <sup>rd</sup> qtr	Jan- Sep	4 <sup>th</sup> 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.

F. 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:

- 1. Congregate nutrition/Community dining;
- 2. Home-delivered meals/Meals-on-Wheels;
- 3. Foot care;
- 4. Immunizations; and
- 5. Professional mental health counseling.

**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 with the exception of the final invoice. The final invoice is due by the fifth working day of 2014.
- 2. A hard copy of the invoice statement shall be submitted with original signatures. Accompanying reports as stated in Section IV.B. shall be submitted electronically.

B. Method of Payment

- 1. The quarterly payment schedule shall be:

January – March 2013	<u>\$2,625</u>
April – June 2013	<u>\$2,625</u>
July – September 2013	<u>\$2,625</u>
October – December 2013	<u>\$2,625</u>

Reimbursement under this Exhibit shall not exceed: \$10,500

2. If the quarterly total of services is below 90 percent of the requirements stated in Section II.E.1, payment reduction shall be based on the lowest performance requirement and its percentage of performance of the 90 percent level. However, if the cumulative number meets the performance requirement, no payment reduction shall occur. Payment reductions in accordance with this clause shall be made based on quarterly data reported on the March, June, September, and December invoices.
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**

- A. The Contractor shall submit the following reports electronically in formats and mechanisms approved by the County:
  1. Services and Activities Report detailing Hours of Participant Attendance and the unduplicated number of clients served, with each monthly invoice;
  2. Client Profile Report detailing client demographics, with the March, June, September, and December invoices;
  3. Revenue and Expense Report detailing revenue sources and expenditures incurred in the provision of the contracted services and overall Contractor operations, with the December invoice;
  4. Human Services Outcome Reports addressing items in Section II.A. and Section II.B. with the June and December invoices; and
  5. Narrative Report, in a format approved by the County, identifying which of the services specified in Section II.E.2. the Contractor provided with each monthly

invoice. A monthly schedule of activities and programs shall be submitted with the Narrative Report.

- B. 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 percent of senior center participants who reported the items specified in Section II.B. as follows: the Contractor shall, on a quarterly basis, administer a Senior Center Survey, in a format approved by the County, to 20 percent of the respective quarter's unduplicated number of senior center participants selected at random.