



## **INFORMATIONAL MEMORANDUM**

**TO: Community Services & Safety Committee**

**FROM: David Rosen, Parks & Recreation Analyst**

**DATE: April 2, 2024**

**SUBJECT: Approval of FY24 Veterans, Seniors, and Human Services Levy Contract**

### **ISSUE**

The City of Tukwila Parks & Recreation Department has been awarded a \$60,000 contract from the King County Department of Community and Human Services (DCHS) for Fiscal Year 2024 as a part of the Veterans, Seniors, & Human Services Levy (VSHSL). Staff are required to secure council approval before the mayor may sign the contract for execution.

### **BACKGROUND**

The VSHSL is a voter approved six-year property tax levy that envisions senior centers in King County as inclusive central hubs where diverse groups of older adults can form community bonds and access a variety of senior programming and services. Tukwila has received VSHSL funding for several years. The last levy expired in December 2023 with the newest version (2024-2029 Levy) having been approved by voters in August 2023.

### **DISCUSSION**

Staff were informed late last year that due to the transition between versions of the VSHSL that a new contract for FY24 services would be offered, this contract was received last week. While it is a continuation of previously received funding, it is under a new contract number, which per city policy, requires council approval to be signed.

Some program highlights of the VSHSL include:

- Providing services such as fitness passes, art classes, and community engagement opportunities to 843 unique participants in FY23
- Hosting 19,546 senior fitness membership scans in FY23
- Providing “Hub” partner events with the City of Burien for veterans such as a picnic, Mariners game, Veteran’s Day event, waterways cruise, and the 12 Days of Goodness with the Seattle Seahawks. A “Hub” refers to services or events being coordinated by multiple community centers such as Tukwila and Burien

### **FY25/26 BUDGET CONSIDERATIONS**

King County VSHSL funding supports the vast majority of senior programming provided by Tukwila Parks and Recreation, either through expanded programming, or lowering and/or removal of participant fees to lessen barriers to access. Tukwila Parks and Recreation staff applied for the next round of VSHSL funding (Contracting through 12/31/26) last month and expect to be informed of the result by June/July of this year if the Request for Proposal schedule is maintained. If funding is not awarded, adjustments to service levels will have to be made if further general fund investment is not secured.

**FINANCIAL IMPACT**

The grant award is in the amount of \$60,000 and is in the form of a reimbursement grant, with payments coming quarterly for preceding quarters in equal installments of \$15,000. The grant does **not** require a match and therefore does not create any net financial impact on the General Fund (000).

**RECOMMENDATION**

Staff recommends the attached contract be forwarded for approval on the City Council Regular Meeting Agenda on Monday, April 15<sup>th</sup>.

**ATTACHMENTS**

A --- Proposed King County Department of Community and Human Services Contract (#6416799)



**King County**

Department of Community and Human Services  
401 Fifth Avenue, Suite 500  
Seattle, WA 98104

**KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES CONTRACT**

Contractor	City of Tukwila		
Contract Title	City of Tukwila- Support Senior Centers - SE 1- VSHSL (2024 Ext.)		
Contract Amount			
Contract Period From:	01/01/2024	To	12/31/2024
UEI No. (if applicable)	UEQNMC26C8T3		

THIS CONTRACT No. 6416799 City of Tukwila- Support Senior Centers - SE 1- VSHSL (2024 Ext.) is entered into by KING COUNTY (the "County"), and City of Tukwila (the "Contractor") whose address is 6200 Southcenter Blvd, Tukwila, WA 98188, United States.

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.

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In Process

## STANDARD TERMS AND CONDITIONS

### 1. **Contract Services and Requirements, and Incorporated Exhibits.**

The Contractor shall provide services and meet the requirements included in these Standard Terms and Conditions and in the attached Statement of Work, Exhibit(s), or attachments each of which is incorporated herein by this reference:

### 2. **Contract Term**

This Contract shall begin on 01/01/2024, and shall terminate on 12/31/2024, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

### 3. **Compensation and Method of Payment**

#### A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached Exhibit(s).

#### B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

#### C. Final Invoice:

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 required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

#### D. Reimbursement for Travel:

The Contractor shall not be reimbursed for travel unless otherwise specified within an Exhibit.

### 4. **Internal Control and Accounting System**

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

### 5. **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 currently debarred, suspended, or

proposed for debarment, by any Federal department or agency. The Contractor shall not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor shall notify King County if 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/>.

## 6. Maintenance of Records

### A. Accounts and Records:

The Contractor shall maintain the following for a period of six years after termination of this Contract: accounts and records, including personnel, property, financial, programmatic records, and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

### B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, other 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
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in 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 these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any Subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations, or statutes included or referenced in the Contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

## 7. Evaluations and Inspections

### A. Subject to Inspection, Review, or Audit:

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 authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

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 Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with Contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit(s) under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibit(s) to this Contract. The Contractor shall participate in evaluation activities as required by the County and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

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

**8. 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 maintain compliance with all HIPAA requirements, which can be found at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

**9. Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in Subsections A through C below. All required documentation shall be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 Code of Federal Regulations (CFR) Part 200.69 and expends \$750,000 or more in Federal awards during its fiscal

year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor’s fiscal year.

- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in Subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor’s Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor’s fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in Subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
<b>Gross Revenue</b>	Gross Revenue Under <b>\$3M</b> on average in the previous three fiscal years.	Gross Revenue Over <b>\$3M</b> on average in the previous three fiscal years.	Gross Revenue Under <b>\$3M</b> on average in the previous three fiscal years.	Gross Revenue Over <b>\$3M</b> on average in the previous three fiscal years.
<b>Required Documentation</b>	<ul style="list-style-type: none"> <li>• Form 990 within 30 days of its being filed; and</li> <li>• A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> <li>• Income tax return; and</li> <li>• A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
<b>Due Date</b>	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor’s fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor’s fiscal year.

D. Waiver:

A Contractor that is not subject to the requirements in Subsection A may, in extraordinary circumstances, request, and in the County’s sole discretion, be granted, a one-year waiver of the audit requirements. Such requests are made to the County at: [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) for review. If approved by the County, the Contractor may 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:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

**10. Corrective Action**

If the County determines that 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 (each a



“breach”), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

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

B. Contractor’s Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This 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 to complete the corrective actions.

C. County’s Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor’s proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor’s corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If 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 terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to 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.

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, or D.

**11. 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.

**12. Termination**

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar 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 specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10. fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that 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 12.B., the Contractor shall be liable for damages, including any additional costs of procuring 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, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Subsection 12.C.: (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. If such appropriation is not 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 one.

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

D. Non-Waiver of Rights:

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

### 13. Hold Harmless and Indemnification

#### A. Duties as Independent Contractor:

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. Contractor's Duty to Repay County:

The Contractor is financially responsible for and shall 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 termination of the Contract.

#### C. Contractor Indemnifies County:

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 or non-performance of its obligations under this Contract. The Contractor's obligations under this Subsection 13.C. shall 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 any industrial insurance act, including [Title 51 RCW](#), other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents, and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by the County on account of such litigation or claims. If 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. County Indemnifies Contractor:

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's obligations under this Subsection 13.D. 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. Intellectual Property Infringement:

For purposes of this Subsection 13.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.

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

#### 14. Insurance Requirements

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and endorsements covering King County as additional insured for full coverage and policy limits within 30 calendar days of Contract execution. Evidence of insurance and endorsements shall be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). The Contractor may request additional time to provide the required documents by emailing [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). Extensions will be granted at the sole discretion of the County. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the inception and expiration dates, contract number, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.

In the event of a loss, the County reserves the right to require complete, certified copies of all required insurance policies, including endorsements and riders, which may be redacted of any confidential or proprietary information. Contractor shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance.

Unless otherwise provided in an Exhibit to this Contract, the Contractor shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring

such minimum insurance, County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Contractor, or any Subcontractor, under this Contract, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery for Contractor. 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 shall apply to each insured to the full extent provided by the terms and conditions of the policy(s).

Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for Professional Liability (Errors and Omissions), and/or Cyber Liability (Technology Errors and Omissions) required by this Contract is acceptable on a "claims made" basis/form. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of the work which is subject to this Contractor or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the work which is subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the effective date of the Contract, unless otherwise approved in writing by the County's Risk Management Office.

#### A. Minimum Scope and Limits of Insurance

The Contractor shall maintain the following types of insurance and minimum insurance limits:

- i. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy. If the scope of services involves activities with minors, such policy shall include sexual assault and misconduct coverage.
- ii. 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.
- iii. 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, the limit shall be no less than \$3,000,000 combined single limit per accident for bodily injury and property damage. 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. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

- iv. Workers Compensation: Statutory requirements of the State of residency.
- v. Employers Liability or “Stop Gap” coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states, the protection provided by the “Stop Gap” endorsement to the Commercial General Liability policy.
- vi. Cyber Liability (Technology Errors and Omissions): For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the Contractor or County, Contractor shall provide Cyber Liability (Technology Errors and Omissions) coverage with a limit no less than \$1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.
- vii. Crime Insurance: Contractors handling County funds or assets, (i.e. Contractors providing rental assistance or distributing gift cards on behalf of the County), shall maintain Crime Insurance with limits to cover the maximum amount of risk at any one time; or a total of one year’s receipts or similar measure of exposure. Coverage for Fidelity, Theft, Disappearance, Destruction Liability, and Employee Dishonesty shall be included. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.
- viii. Depending on the Contractor’s scope of work, other insurance types or limits may apply to this Contract. Specific coverage and limit requirements can be found by visiting [Insurance Requirements - King County](#).
- ix. Municipal or State Agencies: If the Contractor is a Municipal Corporation, an agency of the State of Washington, or any other Public Agency and is self-insured for any of the above insurance requirements, a letter of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with all or a portion of this Section.

B. Other Insurance Provisions and Requirements

All insurance policies purchased and maintained by the Contractor required in this Contract shall contain, or be endorsed to contain the following provisions:



With respect to all liability policies except Professional Liability (Errors and Omissions), and Workers' Compensation:

- i. The County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, or Subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The County requires a copy of the additional insured endorsement(s).

With respect to all liability policies (except Workers' Compensation):

- i. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any Contractor's or Subcontractor's insurance or benefit the Contractor or any Subcontractor, or their respective insurers in any way.
  - ii. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.
- C. Deductibles and Self-Insured Retentions: Any 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 or its Subcontractor.
- D. Acceptability of Insurers: Insurance coverage is to be placed with insurers with an A.M. Best rating of no less than A:VIII, or, if not rated with an A.M. Best, with minimum surplus equivalent of an A.M. Bests' surplus size VIII.

Professional Liability (Errors and Omissions) insurance coverage may be placed with insurers with an A.M. Bests' 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. Subcontractors: Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of Sections 16 (inclusive) above, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Subcontractor(s) must include County, its officials, agents and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure County is included as additional insured. Upon request by the County, and within five (5) business days, Contractor must provide evidence of each Subcontractor(s) insurance coverage, including endorsements.

- F. Waiver: A Contractor may request a waiver or reduction of one or more of the insurance requirements if the insurance requirement is not applicable to the Contractor's scope of work. Such requests shall be made to the County at: [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) for review. All waiver request approvals or denials are in the County's sole discretion to be granted. If approved by the County, the Contractor shall still provide proof of and hold all other required provisions as stated above.

## 15. Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

## 16. Subcontracting

### A. Written Consent of the County:

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

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

### B. "Subcontract" Defined:

"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. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, and 30 in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

### D. Required Language for Subcontracts:



The Contractor shall 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 elected and appointed officials, 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 its Contract with Contractor and shall have the right to bring an action against Subcontractor to enforce the provisions of this paragraph.”

## 17. 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. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee’s 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 equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person’s sexual orientation or gender identity or expression. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage 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

<https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.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.

## 18. Code of Conduct

DCHS is committed to providing an inclusive, welcoming, supportive, and safe environment for all to feel respected, valued, and empowered. The Contractor shall, while performing the work as described in the attached Exhibit(s), interact with the community being served and the County's employees in a respectful manner.

The County and Contractor shall refrain from engaging in any conduct that communicates a hostile, demeaning, or unwelcome message. Such prohibited conduct can be either verbal or nonverbal and includes, but is not limited to microaggressions, deliberate misgendering, slights, and other conduct that could cause harm. The Contract may be subject to termination under Subsection 12.B. as a result of any violation of this Section by providing the other party 30 calendar days advance written notice of the termination.

## 19. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

### A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this Contract and may result in termination of this Contract and subject the Contractor to the remedies stated in this Contract, or otherwise available to the County at law or in equity.

### B. Penalties:

The Contractor acknowledges and 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. Former King County Employees:

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 at any time during the term of the Contract.

## 20. Equipment Purchase, Maintenance, and Ownership

### A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an Exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

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

C. Continue Ownership Rights

The Contractor and County shall mutually agree to sign all documents and perform other acts necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

## 21. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby 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. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers, and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this Section.

## 22. 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.

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

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**24. Future Support**

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

**25. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter, 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 this Contract.

**26. Contract Amendments**

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

**27. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the Contract Exhibit(s). Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**28. 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.

If there is an irreconcilable conflict between any of the language contained in any Exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the Exhibit(s) or the attachment, unless the Exhibit(s) provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in Exhibit(s), language contained in the lower numbered Exhibit shall control unless the higher numbered Exhibit provision expressly indicates that it controls over inconsistent lower numbered Exhibit language.

**29. 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.

### 30. 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.

### 31. Non-Waiver of Breach

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### 32. Force Majeure

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood, or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

#### A. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

#### B. Duty to Minimize Disruption and Give Notice:

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

#### C. Extension of Time:

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

#### D. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust

deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

**33. Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures, and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (1) an extension of the time needed to create a plan, and (2) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this Section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

**34. Contractor Certification**

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and shall comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, Equal Opportunity Employment (EEO)/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

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

KING COUNTY

City of Tukwila

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
FOR King County Executive

Thomas McLeod

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Statement of Work (SOW)

### City of Tukwila

#### City of Tukwila- Stabilize and Transform Senior Centers – SE 1- VSHSL

**Services Period: 01/01/2024 - 12/31/2024**

#### **I. WORK STATEMENT**

The Contractor shall provide oversight, coordination and implementation of the Bringing Elder Services Together (BEST) HUB. The total amount of reimbursement pursuant to this Contract shall not exceed \$60,000 for the Services Period noted above as shown in the funding table below. Funding for investment in this program is provided by the King County Veterans, Seniors and Human Services Levy (VSHSL) and is managed by the Adult Services Division (ASD) of the King County Department of Community and Human Services (DCHS), which has the responsibility for achieving and monitoring the overall outcomes. The end date for this contract shall be to the earlier of: December 31, 2024, or 60 calendar days following King County providing written notice.

ASD Result Area Alignment	Funding Period	Fund Source	Funding Allocation
Social Engagement	01/01/2024 – 12/31/2024	2024 VSHSL Fund - Seniors	<u>\$60,000</u>

#### **II. PROGRAM DESCRIPTION**

King County's overarching goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power and resources. ASD, in its partnership with CITY OF TUKWILA shares a commitment to contributing to community-level change and individual-level impact in the division's five result areas:

- Financial Stability
- Healthy Living
- Housing Stability
- Service System Access and Improvement
- Social Engagement.

Accordingly, the parties will work together to perform and report the services funded under this Contract in a manner that contributes to the equity goals of the County described herein.

Based on the growing scientific understanding of the risks of isolation and racial disparities in access to critical services, King County seeks to support senior centers in becoming vibrant and inclusive Senior Hubs that expand outreach to isolated seniors and support opportunities for engagement among King County's diverse community of seniors. This strategy promotes belonging where systems, biases, miscommunications and/or cultural differences too often isolate. Partner agencies funded through this strategy will expand King County's racial equity



goals by conducting inclusive outreach to diverse older adults. Partner agencies will pay particular attention in outreaching to Black, Indigenous, and People of Color (BIPOC) communities, communities whose primary language is not English, and communities experiencing poverty with reduced access to needed resources.

#### A. Program Activities

The Contractor shall serve as a partner in the Bringing Elder Services Together (BEST) HUB (“Senior Hub”), providing opportunities for diverse seniors and/or their caregivers who live in southeast King County to experience social engagement and connection, engage in activities that promote healthy aging, and access resources that support seniors to live in their communities of choice. The Contractor shall pay particular attention to outreach and inclusion for senior veterans and military service members and their families, and seniors from diverse cultural groups.

1. The Contractor shall operate as a **Senior Center** as follows:
  - a. Senior Centers shall provide at least three of the following services:
    - i. Food and nutrition programs, and/or congregate (shared) meals;
    - ii. Social activities;
    - iii. Information and assistance that connects individuals to aging networks and services;
    - iv. Educational opportunities for enrichment and life-planning;
    - v. Celebratory events for holidays, birthdays, cultural experiences, etc.; and/or
    - vi. Health promotion, wellness and fitness.
  - b. Senior Center services shall be ongoing and offered on a regular basis, but do not need to be at the same location every day. The Contractor’s senior center may meet or provide services at different locations on different days, as long as there is a consistent schedule easily accessed by intended, eligible participants and community organizations who can depend upon the Contractor to host a senior center at a specified location on any specific day.
  - c. The Contractor shall staff programs as needed to support delivery of services.
  - d. The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any subcontractors or third parties delivering services to participants do not conflict with the VSHSL Levy’s Guiding Principles, the work described in this Contract, or King County’s prioritization of racial equity and social justice.
2. The Contractor shall operate as a Senior Hub by providing the following services:
  - a. Offering cultural competency: In order to effectively operate and provide services with cultural competency, a contractor maintains a defined set of values and principles, and demonstrates behaviors, attitudes, policies, and structures that



enable said contractor to work in cross-cultural situations. As such, the three following components must exist:

- i. Accessibility: The Contractor evaluates and modifies the way in which its services are accessible (language, location, delivery style) to populations whose modes of engagement are different than the majority population.
  - ii. Relevance: The Contractor identifies specific culturally-based needs of populations and modifies the services delivered in order to meet those needs, including acquiring and institutionalizing cultural knowledge.
  - iii. Commitment: The Contractor periodically conducts a self-assessment and reviews its cultural competency, including obtaining input from participants and non-participant culturally diverse populations and key stakeholders and uses this feedback in policy making, contractor administration, and service delivery.
- b. Operating with cultural responsiveness and reflection: An approach and/or programming that honors and engages the history, beliefs, traditions, and values of those whom are served; implements the approach and programming with staffing that share same cultural, racial, and/or ethnic background of those whom are served.
- c. Conducting culturally competent focus population-specific outreach to increase participation and provide opportunities for inclusive social engagement for seniors who might otherwise remain isolated or disengaged.
- d. Conducting culturally competent outreach to increase participation and provide opportunities for inclusive social engagement for senior veterans, military servicemembers and their respective families.
- e. Providing guided coordination, connections, and active navigation of referrals between the Senior Hub and King County Veterans Program with offices located in Seattle and Tukwila for senior veterans, military servicemembers and their respective families.
- f. Providing guided connections and active navigation of referrals between the Senior Hub and other specified VSHSL-funded service providers, as appropriate and as agreed upon on a case-by-case basis in partnership with King County.
- g. Actively collaborating and coordinating with members of the Senior Hub Collaborative to share resources, including but not limited to web-access resources and outreach tools.
- h. Coordinating with other community organizations to expand the services available through the Senior Hub.

- i. Increasing knowledge of and/or participation in Community Living Connections.
  - j. Representing the voice of the seniors served by the Senior Hub in other human service collaboratives, on issues such as transportation, food access and housing, as appropriate and as agreed upon on a case-by-case basis in partnership with King County.
  - k. Prioritizing participation in racial equity trainings and other trainings in partnership with and as directed by King County.
3. The Contractor shall collaborate with the other partners of the Bringing Elder Services Together (BEST) HUB to expand activities for inclusive outreach to focus populations, including but not limited to the following (same for all):
  - a. Partnering with Veterans of Foreign Wars (VFW), the American Legion, and the Paralyzed Veterans of America to expand veteran's outreach and social engagement opportunities in Burien and Tukwila.
  - b. Connecting King County's Veteran's Program (KCVP's) Tukwila office to senior programs and resources.
4. As a Senior Hub partner, the Contractor shall take the lead on the following outreach activities to the focus populations:
  - a. Programming and outreach specific to the needs of senior veterans and military servicemembers and their respective families to ensure low barrier access to Senior Hub services, resources, and activities.
  - b. Enhancing connections and partnerships with various cultural communities by entering into Memorandum of Understanding(s) (MOU) that outlines shared resources, establishes programs that meet community needs and promotes social engagement.
5. The Contractor shall participate in the Senior Hubs Learning Collaborative, with representation by at least one staff member at each of the scheduled meetings.
6. The Contractor shall plan and adjust for long-term program structures and delivery with DCHS review and approval that adhere to current public health guidance and government orders meant to stop the spread of the COVID-19 virus, understanding many program participants are in the high-risk category of susceptibility to the virus. Best efforts shall be made to engage isolated seniors and respond to their diverse needs.
7. The Contractor shall work with King County staff to create a referral protocol (the "Referral Protocol") with an appropriate entity when identified for the purpose of providing referrals for affordable housing for seniors. The Referral Protocol may be changed upon mutual written agreement of the parties.
8. Unless this SOW provides otherwise, all work performed and services delivered by the Contractor during the Services Period shall be in conformance with the

requirements and descriptions of this Contract and be in compliance with all other terms and conditions of this Contract.

B. Participant Eligibility

Eligible participants for services are seniors and/or their caregivers and senior veterans, military servicemembers, and their respective families throughout King County meeting the VSHSL's definitions.

C. Focus Population

Among eligible participants, the focus population shall include diverse older adults, and emphasis shall be placed on serving seniors from BIPOC communities, communities whose primary language is not English, and communities experiencing poverty with reduced access to needed resources.

D. Definitions

1. DCHS web-referenced definitions for the following terms used within this SOW can be found at <https://kingcounty.gov/VSHSL-definitions>.
  - a. Caregiver
  - b. Implementation Plan
  - c. Military Servicemember
  - d. Senior
  - e. Veteran
2. Definitions for the following terms used within this SOW can be found in the VSHSL Implementation Plan at <https://kingcounty.gov/VSHSL-Implementation-Plan>.
  - a. Financial Stability
  - b. Healthy Living
  - c. Housing Stability
  - d. Service System Access and Improvement
  - e. Social Engagement
3. Definitions for other terms used within this SOW:
  - a. Senior Center

For the purposes of this SOW, a “**senior center**” is an entity that hosts a dedicated space (physical or web-based) for seniors (persons 55 and older) to gather in order to access services that promote healthy aging and to experience life enrichment, empowerment, belonging, and enjoyment. The space defined as the senior center may be a stand-alone, dedicated building or be part of a larger or shared center that has multiple purposes. That space may also include a series of spaces or locations.

b. Senior Hub

For the purposes of this SOW, a “**Senior Hub**” is a senior center, or set of partnering senior centers, with the staffing, programmatic, and systems capacity to serve as the recognized resource center on aging services and supports for a focused geographic area and/or specific cultural group(s), including but not limited to the Focus Population. If the Senior Hub consists of partnering senior centers, the times and locations of services may be spread between the partnering centers in order to achieve the level of access required to be considered a Senior Hub. Services need not be equal between each partner and may be structured so as to capitalize on the strengths that each partner brings to the partnership as well as on the needs of the portion of the Focus Population each partner seeks to serve.

c. Senior Hubs Learning Collaborative

For the purposes of this SOW, the “**Senior Hubs Learning Collaborative**” means a structured forum for supporting best practices and shared learning among the awarded Senior Hubs. All Senior Hub partners will participate. Frequency and format of meetings will be determined in collaboration with all Senior Hubs and King County staff.

d. Services Period

The period of time during which Contractor will be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other date is listed in this SOW, the Services Period shall begin when this Contract becomes effective, which is the last date of signature of the Contract.

E. Contract Milestones

The Contractor shall meet the following milestones during program years 2024:

1. 2024 Milestones
  - a. By March 31, 2024, develop a 2024 workplan with King County.

**III. PERFORMANCE MEASUREMENT AND EVALUATION**

A. Performance Measurement and Evaluation Planning Process

The Contractor shall name a person who will lead performance measurement, evaluation, and continuous quality improvement activities for this Contract. A Performance Measurement and Evaluation (PME) Plan is intended to provide the Contractor and King County with useful information for decision-making, planning and program management.

Any Senior Center receiving King County funding through ASD will align to the current senior center PME Plan for performance measurement and data reporting. In collaboration, all senior centers will engage in data review and work toward continuous improvement of ensuring the Senior Center PME Plan is relevant to the services offered through and populations served by senior centers in King County.

B. Performance Measures

Performance measures shall be measured using individual-level and/or aggregate-level data submitted pursuant to this Contract. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

*For example, number of seniors and/or their caregivers served by the Senior Hub each quarter.*

2. Quality of service provided: How well did we do it?

*For example, percent of Senior Hub participants who identify with the target population for the senior center.*

3. How seniors have been impacted: Is anyone better off?

*For example, percent of Senior Hub participants who indicate that they feel more connected to their community (from survey or focus group).*

Once developed and reviewed by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor's failure to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this SOW.

#### C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

## IV. **PARTNERSHIP AND REPORTING REQUIREMENTS**

### A. Partnership Activities

1. The Contractor shall work with King County staff to coordinate and align services with other VSHSL-funded organizations and system partners in order

to effectively and efficiently administer a set of services that clients may be seeking to access.

2. The Contractor shall participate in regular meetings of levy-funded organizations, if and when these are convened, to improve system connection and coordination of existing services and support best practices and shared learning.
3. The Contractor shall engage in any levy competency trainings offered by King County. These training opportunities shall be offered at no cost to VSHSL-funded providers to help providers attain and maintain key skills and concepts that will support the VSHSL's goals of effectiveness, efficiency and equity.
4. The Contractor shall include an attribution to the VSHSL with the use of the VSHSL logo and/or a statement such as "This program receives funding from the King County Veterans, Seniors and Human Services Levy" in all program marketing materials, digital or hardcopy, developed during this contract period.

B. Reporting Activities

1. The Contractor shall participate in monthly check-ins with King County staff either in person or by phone. Check-ins may be reduced or increased in frequency based on program needs and King County needs to ensure program accountability and the provision of adequate support for the program.
2. The Contractor shall submit a monthly summary of services and progress towards milestones as applicable. This summary shall be submitted with the submission of each invoice provided to King County.
3. Starting on January 1, 2024, the Contractor shall collect individual-level and/or aggregate-level data about services and client outcomes and submit to King County on a quarterly basis. Reports are due within ten business days following the end of each quarter of the calendar year. The format and reporting mechanisms for this report shall be provided by King County and be outlined in the PME Plan.
4. The Contractor shall submit an annual narrative progress report to King County on January 15 following each program year. The report shall cover the activities of the previous year (January – December). For 2024, the Contractor shall provide its final annual progress report (a) if the Contract ends on December 31, 2024, by January 15, 2025, or (b) if the Contract ends on any date prior to December 31, 2024, within thirty (30) calendar days of such end date. The format and questions for the annual narrative progress report shall be provided by King County.
5. By the date outlined in the PME Plan, the Contractor shall submit client satisfaction data gathered through the Client Satisfaction Collection Method to King County.
6. King County reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with King County to adjust the due date for additional requested information.



7. The meeting and reporting requirements of this Section IV. shall begin on the date this Contract becomes effective.

## **V. COMPENSATION AND METHOD OF PAYMENT**

Regular payment for activities covered by this Contract shall be based on (1) meeting the deliverables outlined in the table below, and (2) the Contractor incurring periodic costs and expenses during the Services Period in performing such services as described in Section II.A., PROGRAM DESCRIPTION: Program Activities of this SOW greater than or equal to the periodic payment listed in the table below. Also, by entering into the contract, the Contractor is agreeing to make concerted efforts to meet the program activities and contract milestones as outlined in Section II., PROGRAM DESCRIPTION and program and reporting requirements as outlined in Section IV., PARTNERSHIP AND REPORTING REQUIREMENTS. The Contractor is further required to engage in continuous quality improvement as outlined in the PME Plan in partnership with King County staff. If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this SOW, is not successfully or sufficiently serving the King County older adults community, the Contractor agrees to work with King County to re-envision the program model, make changes to the PME Plan and pivot, using learnings to improve service delivery. Such adjustments will be documented in an amendment to this Contract signed by both parties.

If (a) the Contractor does not meet the agreed upon program activities, deliverables, and/or contract milestones during two quarters of the Contract; and/or if (b) the Contractor fails to engage with the King County staff to re-envision the program model or make necessary adjustments in order to better serve King County seniors, then (c) King County reserves the right to (i) request specified corrective action in writing, or (ii) either before such a request is issued or if such a request is unheeded or does not produce improved engagement toward quality improvement, to reduce the contract amount, withhold payment, or terminate the contract in line with notice requirements in this contract's boilerplate.

### **A. 2024 Billing Invoice Package**

Every month: The Contractor shall submit a Billing Invoice Package (BIP) **monthly** that consists of a signed invoice statement and other reporting requirements as stated in Section IV., PARTNERSHIP AND REPORTING REQUIREMENTS of this SOW in a format approved by King County.

Every quarter and upon the termination or expiration of this Contract: As outlined in the 2024 Payment Table below, the Contractor shall submit actual expenditures for allowable expenses from the previous quarter pursuant to services described in this SOW (Actual Expenditures) as part of the BIP. These actual expenditures shall be transmitted in the form of a detailed general ledger report from Contractor's financial system, including a budget to actuals reconciliation related to activities outlined in this SOW (General Ledger).

The BIP is due within ten (10) business days following the end of each payment period. The total amount of payments to the Contractor for each year of this Contract shall not exceed the yearly funding allocation as noted in the funding table in Section I., WORK STATEMENT, unless otherwise approved by King County in writing.

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Contract. The Contractor agrees to re-negotiate, as needed, if the County determines that such changes are substantial.

Contractor’s obligation to submit a BIP shall not begin until after the effective date of this Contract.

**B. Quarterly Budget to Actuals Reconciliation and Payment Process**

1. The County shall review, on a quarterly basis, Actual Expenditures compared to the actual payments made to the Contractor and scheduled payments (see 2024 Payment Table below) for such quarter (Quarterly Aggregate Payment).
2. If the County determines that Actual Expenditures equal or exceed the Quarterly Aggregate Payment, then the County shall pay the full amount listed in the 2024 Payment Table that are then currently due and owing (Current Payment).
3. If the County determines that Actual Expenditures are (a) less than the Quarterly Aggregate Payment and (b) that difference is less than or equal to the next scheduled payment to be made by the County (the Next Payment), then the Next Payment shall be reduced by such difference.
4. If Actual Expenditures are (a) less than the Quarterly Aggregate Payment and (b) that difference is more than the Next Payment, then the County shall be relieved from its obligation to make the Next Payment, and may: (c) lower the amount of future payments by the remaining difference (such as reducing, pausing or skipping payment) and/or (d) require that the Contractor submit a plan stating how excess payments will be applied to future program purposes as described in this Agreement (the plan must be approved in writing by the County). The County, in its sole discretion, will determine whether the Contractor’s actual reported expenditures are allowable. The County’s decisions regarding how excess payments by the County will be treated under this Section are final. The County reserves the right to recapture unspent funds.
5. If there is no Next Payment as a result of the expiration or termination of this Contract, then the Contractor shall return any difference between Actual Expenditures and the final Quarterly Aggregate Payment within ten (10) calendar days of King County’s review and analysis of the final BIP. Payment instructions will be provided in writing by the County within three (3) business days of such final BIP analysis.
6. As mutually agreed to in writing by the parties, the aggregate amount of any and all reduced or withheld Next Payments described in Subsections 3 and 4 above may be carried forward into future Payment Periods to reimburse Contractor for Actual Expenditures in excess of the Quarterly Aggregate Payment. Unless otherwise agreed to by the parties, such reimbursement will be made with the Next Payment.

2024 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
February 14, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate invoice 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		\$5,000	Total	
March 14, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of:



2024 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
		\$5,000	Total	<ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
April 12, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Individual-level and/or aggregate level data</li> <li>3. General Ledger &amp; Updated Budget reflecting Quarterly Expenditures, due April 19, 2024</li> <li>4. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	
May 14, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	
June 14, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	
July 15, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Individual-level and/or aggregate level data</li> <li>3. General Ledger &amp; Updated Budget reflecting Quarterly Expenditures, due July 22, 2024</li> <li>4. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	
August 14, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	
September 16, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of:

2024 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
		\$5,000	Total	<ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
October 15, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Individual-level and/or aggregate level data</li> <li>3. General Ledger &amp; Updated Budget reflecting Quarterly Expenditures, due October 22, 2024</li> <li>4. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	
November 15, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	
December 13, 2024	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	
January 15, 2025	Preceding month	\$5,000	VSHSL Fund - Seniors	On-time completion or submission of: <ol style="list-style-type: none"> <li>1. Accurate invoice</li> <li>2. Individual-level and/or aggregate level data</li> <li>3. General Ledger &amp; Updated Budget reflecting Quarterly Expenditures, due January 23, 2025</li> <li>4. Annual narrative progress report</li> <li>5. Summary of progress towards 2024 workplan and/or milestones as applicable</li> </ol>
		\$5,000	Total	