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CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00
File Location

KC PUBLIC HEALTH - EMS DIVISION
Vendor Name

KC PUBLIC HEALTH
12/31/2011

Document Type: Interlocal
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PO# Location: INTRLOC-000
Effect Date: 1/1/2011
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CR#: 47129
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Ordinance: 4968
Resolution:
Leg Date:
Vendor #: 166572
Description: SHAPE UP INJURY PREVENTION GRANT
GR #1110003-000

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
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Notes:

Feb 07, 2011 FSU: M JDE: M SI: M ECM: M

CR# 47129 DATE 2-7-11 Loc INTROL-000

Public Health
Seattle & King County

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GR# 1110003-000

King County Contract No. D40820D
Federal Taxpayer ID No. 91-6007020

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KING COUNTY CONTRACT FOR SERVICES WITH OTHER GOVERNMENT, INSTITUTION, OR JURISDICTION – 2011

Department Division	Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County)/EMS
Contractor	City of Bellevue
Project Title	Injury Prevention Grant
Contract Amount	Eight Thousand Dollars and Zero Cents $8,000.00
Contract Period	Start date: 01/01/2011 End date: 12/31/2011

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Bellevue (the "Contractor"), whose address is PO Box 90012, Bellevue, WA 98009-9012.

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

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
OTHER: Real Property Tax	$8,000.00	1/1/2011 to 12/31/2011
TOTAL	$8,000.00	

and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the 2011 Annual Budget.

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. Incorporation of Exhibits

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

A. Program Exhibits and Requirements

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice
- Exhibit D: Reporting Requirements
- Exhibit E: Certificate of Insurance and Additional Insured Endorsement

II. Term and Termination

A. This Contract shall commence on 01/01/2011, and shall terminate on 12/31/2011, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B. This Contract may be terminated by the either party without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination.

C. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

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

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

If the Contract is terminated as provided in this Subsection: (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; 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 will terminate at the close of the current appropriation year.

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

III. Compensation and Method of Payment

A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable in the following manner:

Upon receipt and approval of a signed invoice as set forth in Exhibit C that complies with the budget in Exhibit B.

B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.

C. The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

D. When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract

budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

E. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.

4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.

IV. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards.

V. Debarment and Suspension Certification

Agencies receiving federal funds that are debarred, suspended, or proposed for debarment are excluded from contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. For more information on suspension and debarment, see Federal Acquisition Regulation 9.4.

VI. Maintenance of Records/Evaluations and Inspections

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

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

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

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

The County may visit, at any mutually agreeable time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

C. Except as provided in Section VII of this Contract, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

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

E. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

F. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.

G. 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.

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

VII. Compliance with the Health Insurance Portability 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 (2) 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.

VIII. **Audits**

A. If the Contractor or subcontractor is a municipal entity or other government institution or jurisdiction, or is a non-profit organization as defined in OMB Circular A-133, and expends a total of $500,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor or subcontractor shall meet the respective A-133 requirements described in subsections VIII.B. and VIII.C.

B. If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and OMB Circular A-133, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with subsection VIII.A.

C. If the Contractor is a municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with subsection VIII.A.

D. If the Contractor, for-profit or non-profit, receives in excess of $100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Contractor's fiscal year.

E. Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX. Corrective Action

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

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

The Contractor shall respond in writing within three (3) 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 ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

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

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

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

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

X. Dispute Resolution

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

XI. Hold Harmless and Indemnification

A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors 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, subcontractors and/or others by reason of this Contract. The Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

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

C. The Contractor shall 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, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract 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.

D. The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arise out of, or in any way result from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. 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.

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

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

XII. **Insurance Requirements**

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

B. Minimum Scope and Limits of Insurance

By requiring such minimum insurance, 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.

Coverage shall be at least as broad as:

1. Commercial General Liability:

   Insurance Services Office form number (CG 00 01 current edition or its equivalent) covering **COMMERCIAL GENERAL LIABILITY**.

   Minimum Limit: $1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a $2,000,000 aggregate limit.

2. Professional Liability:

   Professional Liability, Errors, and Omissions coverage. 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.

   Minimum Limit: $1,000,000 per claim and in the aggregate.

3. Automobile Liability:

   In the event that services delivered pursuant to this Contract require the use of a vehicle or involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the Contractor shall provide evidence of the appropriate automobile coverage.

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

   Minimum Limit: $1,000,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation:

   Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

   Minimum Limit: Statutory requirements of the state of residency.

5. Stop Gap/Employers Liability:

   Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

   Minimum Limit: $1,000,000

C. 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.

D. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies (Except Workers Compensation and Professional/Errors and Omissions)

   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. (CG 2010 11/85 or its equivalent)

b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

b. Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

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 (3) years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

E. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.

If, at any time, the foregoing policies shall fail to meet the above 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 appropriate certificates and endorsements, for approval.

F. 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 signed by a person authorized by that insurer to bind coverage on its behalf. 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.

G. Municipal or State Contractor Provisions

If the Contractor is a Public Agency, Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

H. Insurance for Subcontractors

If the Contractor subcontracts any portion of this Contract pursuant to Section XIII, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

I. All Coverages and Requirements

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, 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.

XIII. Assignment/Subcontracting

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

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

C. The Contractor shall include Sections III.D., IV, V, VI, VII, VIII, XI, XII, XIV, XV, XXI, and XXV, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. The Contractor agrees to include the following language verbatim in every subcontract, 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."

XIV. Nondiscrimination

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination.

XV. Nondiscrimination in Subcontracting Practices

A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the Contract documents is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.

B. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and 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 on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any disability in an otherwise qualified disabled person.

C. The Contractor shall maintain, until at least 12 months after completion of all work under this Contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this Contract and in its overall public and

private business activities. The Contractor shall also maintain, until 12 months after completion of all work under this Contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Contractor shall make such documents available to the County for inspection and copying upon request. If this Contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.

D. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at (360) 753-9693 or on-line through the web site at www.wsdot.wa.gov/omwbe/.

E. 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 and sanctions provided for by Contract and by applicable law.

XVI. Conflict of Interest

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

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

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

XVII. Equipment Purchase, Maintenance, and Ownership

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

B. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

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

D. The County will provide property tags so Contractor can mark property. The Contractor shall admit County staff to the Contractor's premises for the purpose of confirming property has been marked with County property tags. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract funds.

XVIII. **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 party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, 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.

XIX. **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.

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

In accordance with King County Code 10.16, the Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. In addition, the Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXI. **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.

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

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

XXIII. **Contract Amendments**

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

XXIV. **Notices**

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

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

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

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

XXVI. **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.

XXVII. **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.

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

KING COUNTY	City of Bellevue
FOR	
King County Executive	Signature
01/27/2011	Terry Smith
Date	NAME (Please type or print)
Michele Plorde Interim Division Director Emergency Medical Services	1-12-11
	Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

PHSKC Contract # D40820D - Injury Prevention Grant

CPRES JAN 24 2011 RECEIVED

King County Emergency Medical Services Division

Injury Prevention Community Awareness Program Contracts

Exhibit A
Program Plan/Scope of Work - 2011
City of Bellevue -North Bellevue Community Center

Exhibit A must be completed and returned with your application for funding.

I. Identification Information
   A. Community Center: City of Bellevue, North Bellevue Community Center
   B. Community Center Administrator: Cathy VonWald
   C. Agency Contract Name: Cathy VonWald

Address: PO Box 90012
Bellevue, WA 98009-9012
Phone: 425-452-7681
Fax: 425-882-1968
E-mail: CVonwald@bellevuewa.gov

II. Goals

This funding is intended as reimbursement to the Agency for the following:

1. Partial participant scholarship who register for an exercise/fitness classes with the ShapeUp coupon.
2. Materials associated with developing in collaboration with the other selected community centers two county-wide Wii bowling tournaments for older adults at a designated community center.
3. Materials to support a health fair event promoting fall prevention and exercise to older adults.
4. Development and implementation of a localized marketing effort to the intended audience to participate in their exercise/fitness classes.

II. The Agency shall:
   A. Offer the ShapeUp coupon to their community and provide analysis of participants of the program
   B. Develop a local ShapeUp marketing effort for their intended audience.
   C. Implement two county-wide inter-community center Wii bowling tournaments
   D. Host a health fair event promoting fall prevention and exercise to older adults
   E. Evaluate ShapeUp campaign, i.e. number of participants, barriers, challenges, etc…
   F. Submit a program evaluation to KC EMS by Dec. 24, 2011

III. Public Health Seattle-King County Department, Emergency Medical Services Division, shall reimburse to the Agency:
   A. Partial participant scholarships for any exercise/fitness class for older adults.
   B. Development and implementation of marketing materials for the ShapeUp campaign
   C. Materials associated with coordinating two county-wide Wii bowling tournaments
   D. Provide a program manager to maintain liaison with the Agency regarding all contract activities.

Public Health – Seattle & King County – EMS Division

Exhibit B - BUDGET

City of Bellevue – North Bellevue Community Center
Injury Prevention Community Awareness Program
Jan. 1, 2011 – December 24, 2011

Item	Expense	Specifics/Rationale
Materials for the Shape up community program – scholarships, health fair, fitness equipment, marketing, Wii bowling tournaments, instructor compensation and other related expenses for the program	$8,000	
Total Budget	**$8,000**	

Revised 9/17/2010

Public Health – Seattle & King County
Emergency Medical Services Division
Community Awareness Program Contracts
City of Bellevue – North Bellevue Community Center
Exhibit C – Invoice

Agency name_____ Invoice Date:_____

Mailing Address:_____

City:_____ State: _____ Zip code:_____

Submit Invoice to: Invoice to be submitted to Alan Abe, Injury Prevention Manager, EMS Division, 401 Fifth Avenue, Suite 1200, Seattle, WA 98104, 15 days after the end of each calendar quarter and the last invoice no later then December 23, 2011

Contract #:_____ **Contract year: January 1, 2011 – December 23, 2011**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against King County, and that I am authorized to authenticate and certify to said claim.

_____
Agency Representative Signature Date

_____
Print Name Agency

Budget Category	**Budget for Contract Period**	**Expend-itures this report**	**Item/Description**	**Unit Price**	**Year to Date Expenditures** (Include Current)	**Balance Unexpended**
Materials for the Shape up community program – scholarships, health fair, fitness equipment, marketing, Wii bowling tournaments, instructor compensation and other related expenses for the program	$8,000					
TOTALS	**$8,000**					

FOR SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH USE ONLY

Public Health – Seattle & King County
Emergency Medical Services Division
Injury Prevention Community Awareness Program Contracts

EXHIBIT D - 2011

City of Bellevue – North Bellevue Community Center
Injury Prevention Program
Contract Reporting Requirements

The Agency shall comply with the following reporting requirements during the contract period:

1) Frequency of project reports and invoices must be submitted on quarterly bases and at the conclusion of project. These reports and invoices must include:
   - Accomplishments compared to project goals and activities. Included in this report will be the number of participants who used the discount coupons, participants in the Health Fair event, participants in the Wii bowling tournament, type of localized media outreach used, etc
   - Were activities accomplished as scheduled?
   - Final program report on accomplishments, barriers, etc by Dec 24, 2011.
   - Financials, details on the project expenses- due dates April 15, July 15, Oct. 14, Dec. 23, 2011 for reimbursements.
   - Invoices must be mailed to Alan Abe, King County EMS, 401 Fifth Ave., Suite 1200, Seattle, WA 98104.

Revised 11/24/2010

City of Bellevue
Post Office Box 90012 • Bellevue, Washington • 98009 9012

December 30, 2010

Jeffrey Brown
Public Health – Seattle & King County
Contracts, Procurement and Real Estate Services
401 Fifth Avenue, suite 1300
Seattle, WA 98104

RE: D39814D – Injury Prevention EMS Grant
Letter of Self-Insurance – City of Bellevue

Dear Mr. Brown:

I am providing you with this letter as evidence of the City of Bellevue's insurance coverage as required under the terms and conditions of the above contract. The City of Bellevue is a municipal corporation that fully self-insures its general, auto, and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also a self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

Joanne Nicolai

Joanne Nicolai
Risk Manager

cc: Cathy VonWald

Risk Management Office
(425) 452-2746 • Fax (425) 452-7256
450 110th Ave NE • Bellevue, WA 98004

Kelly, Christine

From: Kelly, Christine
Sent: Wednesday, December 29, 2010 3:48 PM
To: Nicolai, Joanne
Cc: VonWald, Cathy
Subject: Injury Prevention EMS Grant

Joanne, Cathy Von Wald is asking for an updated self-insurance letter be added to this grant agreement. It should be addressed to:

Jeffery Brown
Public Health – Seattle & King County
Contracts, Procurement and Real Estate Services
401 Fifth Avenue, Suite 1300
Seattle WA 98104

For contract #: D39814D – Injury Prevention EMS Grant

Thanks, call me if you have questions!
Chris Kelly
Ext. 4103

Kelly, Christine Reimbursement Grant.

From: VonWald, Cathy
Sent: Monday, January 03, 2011 9:06 AM
To: Kelly, Christine
Subject: RE: EMS Grant agreement

HI Chris,
Sorry to be confusing. ☺ This is the third year in a row that we have received this grant. There is no impact to the City budget....we receive up to $8,000 in reimbursements for participant scholarships and class supplies for fitness programs. Let me know if I need to fix the routing form....sounds like I filled it out wrong. Thanks gal!!

Cathy VonWald

Community Services Supervisor
City of Bellevue, Parks & Community Services Department
Aging Services
North Bellevue Community Center
425-452-7681

From: Kelly, Christine
Sent: Wednesday, December 29, 2010 3:57 PM
To: VonWald, Cathy
Subject: EMS Grant agreement

Hi Cathy – Happy New Year! I'm a little confused and am asking for clarification on this Grant from Public Health Seattle & King County.

You show on routing form there is -0- budget impact, but the document from King County shows funding level at $8,000 effective 1/1/2011 through 12/31/2011. Can you clarify for me? You also reference a Council award of 2/3/1997 with Ordinance #4968. That would lead me to think this should be an amendment???

Please set me straight! Thanks much.
Chris Kelly
Contracting Services
Ext. 4103
ckelly@bellevuewa.gov

EXHIBIT E

City of Bellevue
Post Office Box 90012 • Bellevue, Washington • 98009 9012

Joanne - Cathy V. 12/29
needs an update
for a new Grant.
Can you send to
me & I'll attach?
Thx - Chris Kelly

December 21, 2009

Jeffery Brown
Public Health – Seattle & King County
Contracts, Procurement and Real Estate Services
401 Fifth Avenue, Suite 1300
Seattle, WA 98104

RE: City of Bellevue Letter of Self-Insurance
Contract Number D39814D – Injury Prevention EMS Grant

Dear Mr. Brown:

In compliance with the terms and conditions of the above-named agreement, please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also a self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

Joanne Nicolai

Joanne Nicolai
Risk Manager

cc: Cathy VonWald, Community Services Supervisor

CR #: 47129 Date: 2-7-11 Loc: INTRLOC-GR #: 1110003-000
000

City of Bellevue
Finance - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
Injury Prevention EMS Grant
Agreement Description:
King County Contract
Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: King County Alan Abe
Agreement Amount: $0.00
Total Aggregate Value:
Reimbursement Grant $8,000.00

Project Information:

Project Name: Shape Up Injury Prevention Grant
Department: Parks & Community Services

Project Manager: Cathy VonWald
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: King county Emergency Medical Services Division
Administrative Agency: King County
Administrative Agency JDE Vendor #: 166572
Funding Program Name: Injury Prevention Mini Grant

Recording Copy
Return to Bellevue
City Clerk's Office

Agreement Terms:

Original Effective Date: 01/01/2011 (actual date) **End Date:** 12/31/2011 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 2/3/1997 **Ordinance #:** 4968 **Resolution #:**

Route:

Received
DEC 29 REC'D
Contracting Services

		In	Out
Contracting Services:	C Kelly		01/04/11
(*) Accounting:	V. Doherty		1/4/11
Information Technology:	Not Required		
Legal:		1-4-11	1/11/11
Insurance Reviewed By:	Jane Nicolai	12/30/10	1-4-11
Department Director:		1-12-11	1-12-11
Contracting Services:		1/13/11	1/13/11
Return To:	Cathy VonWald		
City Clerk's Office:	M. Torrow	2-7-11	2-7-11

Received
FEB - 4 REC'D
Contracting Services

C Kelly
final - to CCO

GR # 1110003 - 000

Document Management Information:

CIP Plan #:
JDE Project Number:
Budget Fund:
Explanation:
Funding Source: Reimbursement - Grant

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount
			8,000.00

Additional Comments:

Received
DEC 29 REC'D
Contracting Services

a.) requested updated self-insured letter from Jeanne. Rcvd 01/04/11 /ck.
b.) asked Cathy Von Wald to explain $8,000 amount, yet routing form says 0 budget impact.
└ Cathy V – clarified: it is a reimb. grant.

Received
JAN 11 REC'D
Contracting Services

to Dept for signatures
/Kelly

Received
FEB - 4 REC'D
Contracting Services

Rcvd signed agreement from KC –
to CCO – permanent file / Kelly

Jan. 13: hold for King County signatures - Cathy VonWald.

Kelly, Christine

From: Lindow,John
Sent: Thursday, January 13, 2011 10:16 AM
To: VonWald, Cathy
Cc: Kelly, Christine
Subject: Injury Prevention EMS Grant

Cathy,

FYI – I'm sending over this grant to you right now. Please have KC sign the 3 originals and send one back to Chris Kelly when completed.

Thanks,

John Lindow
Contracting Services
425-452-4198
jlindow@bellevuewa.gov