

AGREEMENT FOR COMMUNITY SERVICES

THIS AGREEMENT FOR COMMUNITY SERVICES (this "Agreement") is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the "City") and Elder and Adult Day Services (the "Service Provider").

WHEREAS, the City desires to assist the Service Provider by providing funds for health, social and support services; and

WHEREAS, the Service Provider has the expertise and experience to provide such services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Service Provider as follows:

1. SERVICES BY SERVICE PROVIDER

The Service Provider shall provide the community services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The Service Provider shall furnish all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

The Service Provider will acknowledge support from the City in promotional materials.

2. PAYMENT

A. The City shall pay the Service Provider Four Thousand One Hundred Eighty Dollars (\$4,180) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by June 30, 2015 in order to receive funding for 2015.

B. The Service Provider shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. The Service Provider shall maintain time and expense records and provide them to the City upon request.

C. All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.

D. If the services rendered do not meet the requirements of this Agreement, the Service Provider shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

3. REPORT ON EXECUTION OF SERVICES

The Service Provider shall submit a final report prior to or accompanying their last invoice, due on January 22, 2016. In this report, the Service Provider shall:

1. Summarize the activities undertaken in providing the services described in Attachment A.
2. Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
3. Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
4. Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
5. Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.

4. INSPECTION AND AUDIT

The Service Provider shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Service Provider shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Service Provider shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Service Provider shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Service Provider and the City understand and expressly agree that the Service Provider is an independent contractor in the performance of each and every part of this Agreement. The Service Provider expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Service Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Service Provider shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Service Provider shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Service Provider shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Service Provider performs hereunder.

D. The Service Provider shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Service Provider agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Service Provider shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2015, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Service Provider pursuant to this Agreement shall be submitted to the City, and the Service Provider shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Service Provider, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Service Provider under this Agreement.

B. In the event that the Service Provider and the City are both negligent, then the Service Provider's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Service Provider, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Service Provider under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Service Provider. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Service Provider's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

11. INSURANCE

Service Provider shall maintain insurance as follows:

- Commercial General Liability as described in Attachment B.
- Directors and Officers Liability as described in Attachment B.
- Automobile Liability as described in Attachment B.
- None.

12. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Service Provider to any other person or entity without the prior written

Bremerton, WA 98310
Attention: Director of Finance

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

18. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of Feb. 6th, 2015.

ELDER AND ADULT DAY SERVICES

CITY OF BAINBRIDGE ISLAND

By Amber Schneider

Douglas Schulze

Name Amber Schneider

By _____
Douglas Schulze, City Manager

Title Operations Director / Acting Exec. Director

Tax I.D. # 91-1247226

CITY OF BAINBRIDGE ISLAND

ELDER AND ADULT DAY SERVICES (EADS)

4414 PERRY AVE NE
BREMERTON, WA 98310



**SCOPE OF SERVICES FOR 2015
(ATTACHMENT A)**

ACTION PLAN:

EADS REMAINS COMMITTED TO PROVIDING SERVICES FOR ADULTS WITH DISABILITIES IN KITSAP COUNTY. AFTER SUSTAINING SEVERAL YEARS OF OPERATIONAL LOSSES, WITH TOTAL LOSSES IN EXCESS OF \$300,000, EADS WAS ABLE TO RESTRUCTURE AND BUILD A SUSTAINABLE OPERATION IN KITSAP COUNTY.

AS NOTED IN OUR "FINAL REPORT FOR 2013", EADS' ENROLLMENT GREW 24% IN 2013 AND OUR KITSAP OPERATIONS GENERATED A SMALL PROFIT IN THE FOURTH QUARTER.

OUR 2015 GOALS ARE TO:

- **CONTINUE TO PROVIDE DISCOUNTED CARE FOR LOW INCOME FAMILIES.** OUR GOAL IS TO PROVIDE AT LEAST 280 DAYS OF DISCOUNTED CARE (WORTH APPROXIMATELY \$20,000) TO LOW INCOME KITSAP COUNTY RESIDENTS WHO DO NOT QUALIFY FOR FREE MEDICAID ADULT DAY HEALTH SERVICES.
- **EXPAND AND IMPROVE SERVICES TO KITSAP COUNTY RESIDENTS.** THERE IS SPACE AVAILABLE AT OUR CURRENT LOCATION. ACQUIRING THAT SPACE WOULD ALLOW US TO:
 - **OFFER SERVICES TO VETERANS WITH PROFOUND AGE-RELATED OR SERVICE-RELATED COGNITIVE DISABILITIES.** VA NATIONAL POLICY IS THAT ALL VETERANS SHOULD HAVE ACCESS TO ADULT DAY HEALTH SERVICES HOWEVER THERE IS NO VA-ELIGIBLE ADULT DAY HEALTH SERVICES PROVIDER IN KITSAP COUNTY. (THE VA REQUIRES A SHOWER IN ALL ADULT DAY HEALTH CENTERS. OUR BREMERTON CENTER DOESN'T HAVE ONE, BUT THERE IS UNUSED SPACE IN THE BUILDING THAT COULD BE REMODELED TO ADD A SHOWER. THIS WOULD ELIMINATE THE ONLY BARRIER PREVENTING US FROM PROVIDING SERVICES TO VETERANS. EADS IS ALREADY A VA-ELIGIBLE ADULT HEALTH PROVIDER IN KING COUNTY.)¹

¹ 35,199 veterans live in Kitsap County (2010 US Census data). According to national VA statistics on disability, 13% of those veterans have a permanent disability rating of 100% and 3% are rated as "homebound or catastrophically disabled". By extrapolation, this means that there are likely more than 4,500 Kitsap veterans with severe disabilities and more than 1,050 with catastrophic disabilities. All of these disabled veterans are at risk of being socially isolated and the concomitant health impacts.

Yet, there is no VA-eligible adult day health provider in Kitsap County. As a result, hundreds of veterans with disabilities who would otherwise have access to free care through the VA program are going without care or the burden of their care is falling entirely on their family caregivers.

- **OFFERING NEW SERVICES TO YOUNG ADULTS WITH MODERATE-TO-PROFOUND DEVELOPMENTAL DISABILITIES.** THE ADDITIONAL SPACE WOULD ENABLE EADS TO REPLICATE THE YOUNG ADULT ACHIEVEMENT CENTER IT CREATED IN KING COUNTY IN 2012 TO SERVE DD ADULTS WHO HAVE RECENTLY GRADUATED FROM HIGH SCHOOL BUT HAVEN'T BEEN ABLE TO FIND EMPLOYMENT.
- **IMPROVING SERVICES TO SENIORS WITH DEMENTIA.** THE ADDITIONAL SPACE WOULD ALLOW EADS TO CREATE A SEPARATE PROGRAM AREA FOR OUR SENIOR PROGRAM PARTICIPANTS (THEY CURRENTLY SHARE PROGRAM SPACE WITH YOUNGER ADULTS WHO HAVE DEVELOPMENTAL DISABILITIES). THIS WOULD PROVIDE A QUIETER SETTING FOR THE SENIORS AND WOULD MAKE IT EASIER TO HOLD SEPARATE ACTIVITIES FOR THEM. IT WOULD ALSO ALLOW US TO SERVE MORE SENIORS IN THE KITSAP AREA AS THE COMBINED PROGRAM (SENIORS AND YOUNGER ADULTS) CREATES A BARRIER-TO-SERVICE FOR SOME SENIORS.

USE OF CITY OF BAINBRIDGE ISLAND FUNDS

FUNDS PROVIDED BY THE CITY COULD BE USED FOR ANY OF THE FOLLOWING PURPOSES, AT THE CITY'S DISCRETION AND DIRECTION:

1. COVER ALL OR PART OF THE \$20,000 COST OF PROVIDING 280 FOUR-HOUR DAYS OF DISCOUNTED CARE TO LOW INCOME FAMILIES.
2. COVER ALL OR PART OF THE REMODELING (SEE ESTIMATE BELOW) NEEDED TO EXPAND/IMPROVE SERVICES TO SENIORS, VETERANS AND YOUNG ADULTS WITH DEVELOPMENTAL DISABILITIES.

BATHROOM REMODEL	
ITEM	COST
DEMO AND REFRAME EXISTING BATHROOM (MATERIALS AND LABOR)	\$ 7,450.00
CONVERT TODDLER TOILETS TO ADULT TOILETS	\$ 650.00
BASINS, DOORS, GRAB BARS	\$ 1,560.00
FLOORING (216SF*\$3.75)	\$ 810.00
PLUMBING LABOR (RELOCATE SUPPLY AND DRAIN LINES)	\$ 5,250.00
	\$ 15,720.00

3. COVER OPERATIONAL EXPENSES OF EADS' CURRENT ADULT DAY HEALTH SERVICES FOR (1) SENIORS WITH DEMENTIA OR (2) ADULTS WITH DEVELOPMENTAL DISABILITIES.

PROGRAM MEASURES

Creation of a VA-eligible adult day health program in Bremerton would give Kitsap County veterans with disabilities access to social therapies, licensed nursing and occupational therapy in a safe, inviting environment. A secondary benefit is that this program would give family caregivers time to attend to other matters, including self-care.

ACTIVITY MEASURES

- HOURS OF SERVICE PROVIDED (SKILLED NURSING, OCCUPATIONAL THERAPY AND SOCIAL THERAPY TO ADULTS WITH DEMENTIA OR COGNITIVE DISABILITIES).
- NUMBER OF NUTRITIONALLY BALANCED MEALS SERVED.
- NUMBER OF CLIENT HOURS OF FACILITATED ADAPTIVE EXERCISE.
- NUMBER OF MEDICATION REVIEWS.
- NUMBER OF NUTRITIONALLY BALANCED MORNING/AFTERNOON SNACKS SERVED.
- NUMBER OF CHART REVIEWS/UPDATES AGAINST INDIVIDUALIZED CLIENT GOALS/TARGETS.

OUTCOME MEASURES

- CLINICAL MEASURES, TARGETS AND DESIRED OUTCOMES ARE DEVELOPED FOR EACH CLIENT AND DOCUMENTED IN THE CLIENT'S CARE PLAN. THE PLANS ARE UPDATED ON A WEEKLY BASIS AND PROGRESS/DECLINE IS RECORDED. THE ADEQUACY OF THESE PLANS, MEASURES AND ACTIVITIES IS EVALUATED ON AN ANNUAL BASIS BY AN OVERSIGHT AGENCY (KITSAP COUNTY HUMAN SERVICES) THROUGH THE USE OF AN INDEPENDENT REVIEW TEAM CONSISTING OF REGISTERED NURSES AND OTHER SUBJECT MATTER EXPERTS. IN ORDER TO REMAIN A MEDICAID-ELIGIBLE PROVIDER, THE REVIEW TEAM MUST BE PERSUADED THAT THE THERAPIES EADS PROVIDES ARE EFFECTIVELY MITIGATING THE PHYSICAL AND PSYCHO-SOCIAL EFFECTS OF CHRONIC DISEASE OR PERMANENT DISABILITY.

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Service Provider, its officers, employees and agents:

A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Directors and Officers Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

C. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Before commencing work and services, the Service Provider shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Service Provider. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Service Provider, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.