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 Washington State Smile Partners, a Washington non-profit corporation (the "Service Provider").

WHEREAS, the City desires to assist the Service Provider by providing funds for advocacy services for senior dental clients to improve access to local emergency and restorative dental care; 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 Fourteen Thousand Four Hundred Dollars ($14,400) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by June 30, 2016 in order to receive funding for 2016.

B. The Service Provider shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. Quarterly invoices for the first, second, and third quarter shall be accompanied by information on number of clients served as described in Section 3. 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 its last invoice, due on January 20, 2017. In this report, the Service Provider shall:

1. Summarize the activities undertaken in providing the scope of services described in Attachment A.
2. Reference the project objectives identified in your project proposal. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
3. Reference the specific measurable results identified in your project proposal. Were they achieved? If not, what challenges prevented the achievement of the anticipated results? How many Bainbridge Island residents were served? Are the conditions for those residents generally improving or worsening? Please explain.
4. Describe the involvement of any partners identified in your project proposal, as well as any unexpected cooperative relationships that developed through implementation of the project. Did the City funding help you attract additional funding or other types of support?
5. Reference the project budget specified in Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
6. Please provide a short description of how the City funding has helped your organization or helped the community. Please also include any quotes or stories related to this support.
7. What recommendations, if any, do you have regarding future funding cycles?

The Service Provider shall submit a quarterly report to accompany each quarterly invoice for the first, second and third quarter of the calendar year. The quarterly report shall provide information on the number of clients served in the quarter and the percent of clients served who were Bainbridge Island residents. Information for the fourth quarter shall will be provided within the final report.

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, 2016, 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.
[X] 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 consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Service Provider as stated herein.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

14. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

15. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

16. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

17. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
To the Service Provider:	Washington State Smile Partners Waterfront Park Community Center 221 Winslow Way West #302 Bainbridge Island, WA 98110 Attention: Executive Director

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 3/2/16, 2016.

WASHINGTON STATE SMILE PARTNERS

By _____

CITY OF BAINBRIDGE ISLAND

By _____

Douglas Schulze, City Manager

Name Johannes E. Matthee

Title Executive Director

Tax I.D. # 20-0381039

ATTACHMENT A

The funds Smile Partners requests for 2016 would be used for three different purposes:
A. Help pay for direct preventive oral health services offered to low-income seniors
B. Cover a portion of the $32,000 needed for operatory renovations and equipment replacement (capital) purchases, a one-time capital investment to bring the operatory up to date and in compliance witli safety regulations
C. Program administrative overhead

These three items each support the delivery of direct patient services that include: patient intake and case management; oral health screening and reporting; teeth cleaning; periodontal maintenance; full-mouth debridement; treatment reporting and referrals. Most individual patient appointments are an hour and performed by a Registered Dental Hygienist (RDH), but patient case management, eligibility verification and data entry also require considerable staff time, usually performed by Smiles for Life's Site Coordinator. A licensed dentist retained and contracted by Smile Partners signs off on the clinic's practice plan and is on call for consultation with the RDH.

A. Direct Services
With funding from the City of Bainbridge, Smile Partners can bridge the gap between the cost of providing the services and the modest revenues it gets from patient co-pays which range from $45 to $95 per treatment visit. Each year, at least 30 - 40 island residents who participate in Smiles for Life qualify for the larger subsidy and corresponding co-pay of $45 - $50 dollars. Another 5 - 10 patients qualify for a smaller subsidy and corresponding co-pay of $75. With actual sendees costs estimated at $100 - $130 per patient depending on the treatment components deemed necessary by the RDH, this leaves a substantial gap of $55 to $85 per patient for Smile Partners to cover. It tries to do so in part through current services contract work funded by the City of Bainbridge, grant support from the Bainbridge Community Foundation and from the One Call For All campaign revenues. But an annual shortfall remains. In addition, the new Human Services Contract Smile Partners hopes to secure from the city will replace the current annual contract which is valued at about $4,000. In addition, through its ongoing outreach to island seniors and other marketing efforts. Smile Partners expects the number of low-income Smiles for Life patients to grow in 2016 and the organization wants to be in a financial position to offer these new participants its sendees as well. With a budget of $5,000, Smile Partners can confidently help cover the cost of treating 50 - 60 low-income seniors depending on the level of their co-pay and the treatment services they require.

B. Operatory renovations
When Smile Partners set up its operatory at the Waterfront Park Community Center more than seven years ago, its equipment was already aging since its capital funds were limited at the time. In the past year, Smile Partners has been raising money to install a number of equipment items and to make adjustments to the layout to ensure its clinic is efficient and safe. These capital investments, co-sponsored by the Bainbridge Island Rotary Club, the Bainbridge Community Foundation, Grace Episcopal Church and a donor-advised fund at the Seattle Foundation, do not necessarily translate into direct growth for the program but rather

help sustain its viability since some of the current devices are scheduled for replacement. The grants Smile Partners has brought in so far cover the cost of air and vacuum, a service cart and the electrical and plumbing work associated with their installation. However, Smile Partners wants to ask the City of Bainbridge to cover the cost of creating a new sterilization area, a sterilizer and new flooring, estimated to total $7,000. Plans for these changes, which are part of the overall renovation, have already been approved by the city's building department. The city-fiinded items would follow the installation by Smile Partners of the air and vacuum setup which is expected to start in November. A contractor for the carpentry work needed to convert an existing closet and install an access window from inside the operatory would still need to be selected. The work on the sterilization station could begin in early 2016 pending COBI approval of this proposal.

C. Administrative overhead

In addition to these two purposes, Smile Partners wants to request a 20% administrative overhead of $2,400 to help cover the management of the capital project and administering the overall Smiles for Life program whose budget in 2016 is estimated at S54,000.

Area	**Total Program Budget**	**COBI HSF**	**OTHER SOURCES**
Direct services	$13,000.00	$5,000	Patient co-pays, BCF, OCFA
Equipment	$17,703.00	$4,000	Rotary, Grace, BCF, Turnstone & OCFA
Contract services	$ 9,778.90	$3,000	Same as previous
Architect	$ 1,400.00	None	Same as previous
Permit	$ 339.81	None	Same as previous
Contingency	$ 2,860.97	None	Same as previous
Subtotal	$45,082.68	$12,000	All of the above
Indirect admin	$ 9,016.53	$ 2,400	All of the above
Total	$54,099.21	$14,400	