**Contract, Procurement and Real Estate Services (CPRES)**
401 Fifth Avenue, Suite 1120
Seattle, WA 98104
**206-263-8747** Fax 206-296-0629
TTY Relay: 711
www.kingcounty.gov/health

Public Health
Seattle & King County

# Request for Applications # 2026JHS1113RFA Phase Two

**ADVERTISED DATE: October 28, 2026**

Title: Jail Health Services-Methadone Services

Due Date and Time: No later than Dec 09 2026 02:00 PM

Contract Specialist: Kishan Scipio

**Submit Questions & Application to: cpres-ODIR@kingcounty.gov**

All submitted RFA responses become public information and may be reviewed by anyone requesting to do so at the end of the selection process. RFA responses will become the property of King County and will not be returned to the Applicants.

Applications must include this RFA Response Cover Sheet, signed and dated by the President of the Board, Executive Director, or someone who has the full authority to legally bind the entity submitting the RFA response to the contents of the RFA response.

The selected Applicant will be required to enter into an Agreement with King County, which will be initiated by PHSKC. The department's standard agreement terms and conditions are included in this RFA as an Attachment, as well as any terms and conditions of the funding source. These terms and conditions are subject to change prior to execution of the actual Agreement.

***I understand the terms and conditions of the RFA and agree to meet the requirements of PHSKC if an award is made. All information provided in this Application is true and accurate to the best of my knowledge. Proposed program design and costs shall be valid until at least the end of the Applicant's current fiscal year. I have read the potential Agreement terms and conditions and do hereby accept them as presented. I understand that the actual Agreement will be sent subsequent to award for my signature.***

_____ _____ _____

Signature Date Printed Name & Title

**Applicant Information**

Organization Name: _____

Address: _____

**Primary Contact Information**

Name, Title, and Email Address: _____

**Secondary Contact Information**

Name, Title, and Email Address: _____

**THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.**

# RFA Summary

***Summary Description***

PHSKC Jail Health Services currently contracts with an organization to provide methadone continuation medication administration for those coming into jail. Jail Health Services seeks to expand contracted services for methadone continuation treatment, including medication administration for individuals entering the jail who are verified to be receiving methadone treatment in the community.

This solicitation aims to expand methadone dosing, initiation and support services through a partnership between King County Jail Health services (JHS) and an Opioid Treatment Program (OTP) aka the "Contractor". This document outlines the scope of work for this contract with an end goal of establishing a fixed-med unit, which is an embedded, full-service OTP clinic housed on site at each correctional facility staffed by the Contractor and working in coordination with JHS. Services will be rendered within facilities managed by the King County Department of Adult and Juvenile detention (DAJD) on behalf of JHS. Methadone expansion is a sub-project within a larger JHS project to grow Medications for Opioid Use Disorder (MOUD) services and treatment with King County Correctional facilities, King County Correctional Facility (KCCF) and Maleng Regional Justice Center (MRJC).

***Pre-Application Conference***

Public Health – Seattle & King County (PHSKC) will conduct one (1) pre-Application conference for this RFA. This conference will be an opportunity for interested organizations to hear more about the program and to ask questions about the program and/or the application process.

**Thursday October 29, 2026 11: 00 AM PST**

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**Microsoft Teams meeting**
**Join:** https://teams.microsoft.com/meet/22019075234284?p=8qCTdQJm9RmD4UAPnT
Meeting ID: 220 190 752 342 84
Passcode: TM6aW3qs

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Need help? | System reference
**Dial in by phone**
+1 425-653-6586,,817847803# United States, Bellevue
Find a local number
Phone conference ID: 817 847 803#
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Video ID: 115 243 225 7
More info
For organizers: Meeting options | Reset dial-in PIN




DISCLAIMER: Use of AI bots or automated tools to join King County webinars, virtual meetings, or calls to record, transcribe, or summarize discussions is not permitted and violates County policy. Please ensure your use of these tools follows all King County policies.

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***What to Submit***

Applications shall be emailed in one email and shall contain all required documents as one file or multiple files. **Links to applications will not be opened or evaluated. Late applications will not be considered.**

**Complete Applications should be sent to CPRES-ODIR@kingcounty.gov including all attachments listed below:**

1. Signed Agency Application Cover Page. (Page 1)
2. Responses to Questions 1-14 below.

**Theme 1: Organizational background and Mission:**

1) Please provide a high-level overview of your organization's mission, vision and services.

2) How does your organization promote equity and social justice?

3) Describe your methods and internal controls for monitoring contract compliance and ensuring service quality.

**Theme 2: Relevant experience and clinical approach:**

4) Describe your experience in standing up an OTP clinic or fixed site.

5) Describe how you engage with patients around substance use disorder, medication treatment, and shared decision making.

6) Describe your experience providing services to individuals with a history of incarceration or are currently incarcerated.
7) Describe your Electronic Health Record and processes for *minimum-necessary* sharing with Jail Health Services (JHS) to support care coordination—covering role-based access, consent handling for 42 CFR Part 2 SUD records, audit logs, and downtime procedures

**Theme 3: Operational planning:**

8) What would your proposed timeline/phased approach be to implementing the requirements listed in the summary section?

9) How would you pursue standing up fixed sites in the correctional facilities if chosen for this contract?

10) How do you plan to ensure uninterrupted services related to the requirements of this opportunity? Include any contingency plans for maintaining adequate coverage.

11) How do you envision collaborating with Jail Health Services while providing these services on site in the jails?
12) Describe your experience or plans to work with other organizations to support the continuity of care for those not directly enrolled in services with your organization when outside of the jail facilities.

13) Identify the primary risks you anticipate in implementing these services and describe your strategies for mitigating them.

**Theme 4: Finance and budget**

14) Develop a budget that will illustrate how you will use funds over the course of the first year, as well as considerations for future services development and medication administration up to the ideal state.

***How will Applicants be evaluated?***

Applications will be reviewed and evaluated by a committee of Application Evaluators. Applicants will be evaluated using a three-level performance rubric based on the percentage of possible points earned for each question. An application can earn a total of **110 points.**

- **Excellent (80–100% of possible points):** The response adequately and thoroughly addresses the question and demonstrates the required knowledge, skills, and qualifications.
- **Proficient (60–79% of possible points):** The response partially addresses the question but demonstrates some gaps in knowledge, detail, completeness, or supporting evidence.
- **Developing/Beginner (0–59% of possible points):** The response does not adequately address the question and demonstrates significant gaps in knowledge, relevant experience, completeness, or supporting evidence.

| Question | Criteria | | Max Points Possible |
|---|---|---|---|
| **Theme 1: Organizational Background and Mission** | | | |
| **1** | Provide a high-level overview of your organization's mission, vision and services. | Applicants describe their mission, vision, and services which highlight OTP/MAT capability relevant to secure settings. | **5** |
| **2** | How does your organization promote equity and social justice? | Applicant explicitly describes how their organization promotes equity and social justice, with examples. | **7** |
| **3** | Describe your methods and internal controls for monitoring contract compliance and ensuring service quality. | Applicant describes their quality control and compliance system with documented audits, incident reporting, and corrective actions. | **7** |
| **Theme 2: Relevant Experience and Clinical Approach** | | | |
| **4** | Describe your experience in standing up an OTP clinic or fixed site. | Details their experience launching a prior or existing OTP or fixed site clinic with outcomes and references provided. | **10** |
| **5** | Describe how you engage with patients around substance use disorder, medication treatment, and shared decision making. | Provides an overview of their engagement principles, processes, and methods. | **8** |
| **6** | Describe your experience providing services to individuals with a history of incarceration or are currently incarcerated. | Applicant provides a summary of experience working with justice involved individuals or a plan for training with any relevant information related to outcomes providing these services | **5** |
| **7** | Describe your EHR and processes for *minimum-necessary* sharing with Jail Health Services (JHS) to support care coordination—covering role-based access, consent handling for | Applicant describes their electronic health record system, their process for the documentation of services, minimum necessary sharing, part 2 compliant consent, redisclosure, audit logs, tested downtime | **8** |

| | | | |
|---|---|---|---|
| | 42 CFR Part 2 SUD records, audit logs, and downtime procedures | operating procedures, and plans for timely care coordination with JHS. | |
| **Theme 3: Operational Planning** | | | |
| **8** | What would your proposed timeline/phased approach be to implementing the requirements listed in the summary section? | Applicant provides a phased timeline with key milestones and dependencies such as licensing, space, staffing/hiring plan, risks, and readiness criteria. | **8** |
| **9** | How would you pursue standing up fixed sites in the correctional facilities if chosen for this contract? | Applicant describes a jail-specific plan that is inclusive of various considerations. These include steps to determine needed space and processes, DEA and other site-specific requirements, and other considerations such as secure storage, chain of custody, observed dosing, custody coordination, scheduling and operational logistics, diversion prevention, emergency response, and space design. | **12** |
| **10** | How do you plan to ensure uninterrupted services related to the requirements of this opportunity? Include any contingency plans for maintaining adequate coverage. | Applicant describes their business continuity plan for covering staffing redundancy, methadone supply contingency, EHR or dispensing downtime, lockdown, or other needed adjustments. | **8** |
| **11** | How do you envision collaborating with Jail Health Services while providing these services on site in the jails? | Applicant describes defined governance and role delineation including collaboration across clinical, custody, and pharmacy staff, info sharing protocols, cross-training, co-developed operating procedures, QA/QI participation, and escalation paths. | **10** |
| **12** | Describe your experience or plans to work with other organizations to support the continuity of care for those not directly enrolled in services with your organization when outside of the jail facilities. | Applicant describes their continuity framework including experience or plans working with community partner agencies, bridge dosing, partner linkages, release planning/care coordination to include specific mechanisms and timelines. | **7** |
| **13** | Identify the primary risks you anticipate in implementing these services and describe your strategies for mitigating them. | Applicant identifies anticipated risks associated with implementing services and establishing a fixed-site model, including a risk register assessing probability and impact and outlining concrete mitigation strategies. | **5** |
| **Theme 4: Finance and Budget** | | | |
| **14** | Develop a budget that will illustrate how you will use funds over the course of the first year, as well as considerations for future services development and medication administration up to the ideal state. | Applicant provides a proposed year one line-item budget with one time and recurring costs, assumptions and a scaling plan to the ideal state. | **10** |

An interview may be conducted with the top two or three Applicants if a selection is not made on the basis of the

written Application alone. If interviews are conducted, an additional maximum of __20___points will be given. The total scoring of the Applications will then be _130____points.

***If Selected, what are the next steps?***

A representative of the PHSKC program will reach out to the awarded Applicant to begin negotiations on the program elements of the Agreement. The Applicant shall submit within five (5) Days of notification from the County the following:

- Insurance certificate and endorsement meeting the levels of coverage set forth below.
- King County Substitute W-9 (if not on file with the County within the past two (2) years).
- King County Responsibility Detail & Attestation Form
- The Substitute W-9 and the Responsibility Detail & Attestation forms are available for download at https://kingcounty.gov/depts/finance-business-operations/procurement/forms.aspx.

General Insurance Requirements for the selected Proposer are contained in Attachment 1 to this RFP, section 11. For insurance related questions please view our FAQ at Insurance requirements frequently asked questions - King County, Washington. Specific coverage limits for this particular Work are:

- Commercial General Liability, to include Products and Completed Operations, in the amount of $1,000,000 combined single limit; $2,000,000 aggregate
- Workers' Compensation and Stop-Gap Employer's Liability for a limit of $1,000,000
- Professional Liability coverage of at least $1,000,000
- Automobile Liability: If driving as part of the Scope of Work $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.
- Include Public Health – Seattle & King County 401 5th Ave, Ste. 1120, Seattle WA 98104, in the Certificate Holder box.
- Provide an additional Insured endorsement to be included with the certificate of insurance, “CG 2010 11/85" or its equivalent is required which may include a blanket endorsement

An Agreement will be negotiated immediately with each successful Applicant that is selected via this RFA. The following timeframe represents the tentative schedule of the entire process, from RFA solicitation to project completion. The dates listed here are subject to change:

| **DATE** | **EVENT** |
|---|---|
| 10/22/2026 | Request for Applications issued |
| 10/28/2026 | Phase 2 Application Issued |
| 10/29/2026 | Pre-Application Conference (see above for details) |
| 11/5/2026 | Final Day to ask questions |
| 11/9/2026 | Final Addendum issued (if necessary) |
| 12/9/2026 | Applications due no later than 2:00pm PST |

**SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK**

## Objectives:

i. Complete a phased implementation that culminates in providing methadone initiation and full spectrum OTP care to KCCF and MRJC patients on-site.
ii. Provide collaborative assessment of opioid use and determine presence of OUD when patients are referred for OTP level services.
iii. Engage eligible patients in discussion of options for medications for opioid use disorder (MOUD) and enroll appropriate patients in OTP services.
iv. Ensure safe, secure, and medically appropriate administration of methadone within the correctional setting, in accordance with federal and state regulations.
v. Coordinate care transitions for patients entering or exiting the correctional facility, including enrollment in Contactor services during incarceration, re-entry planning, and Care Navigation services.
vi. Reduce morbidity and mortality associated with OUD among incarcerated patients through evidenced based practice.

## Description of work & requirements:

i. **Location:** Services will be rendered on site at:
   a. King County Correctional Facility (KCCF), 500 5th Ave, Seattle, WA 98104
   b. Maleng Regional Justice Center (MRJC), 620 West James Street, Kent, WA 98032

ii. **Methadone Initiation Services:** Contractor will provide onsite methadone initiation services for patients eligible and desiring methadone. Services are expected to run Monday – Friday during regular clinic hours agreed upon between JHS and the contractor.

iii. **Methadone Administration/Dosing:** The contractor will provide the necessary staff to support daily (every calendar day) methadone dose preparation & administration to program patients across both jail facilities. This includes patients enrolled directly with the OTP or as a courtesy dosing service for patients actively engaged with another OTP.
   a. Methadone dosing will occur at a regular and agreed upon time in coordination with JHS and DAJD staff.

ii. **Methadone Provision, Management and Regulatory Compliance:** Throughout all phases of program implementation and service delivery, the contractor shall provide methadone medication as part of the contracted services and costs and shall perform services in accordance with the timeline and milestones outlined in this Scope of Work. The contractor shall be responsible for the procurement, storage, security, handling, administration, and disposal of methadone in compliance with all applicable federal, state, and local laws, regulations, and licensing requirements of an opioid treatment program.

iii. **Behavioral Health & support services:** The contractor will provide needed support services such as care coordination, care navigation & re-entry services as required of an OTP, in accordance with federal and state regulations.

iv. **Clinical Consultation:** The Contractor will support patient care coordination through provider consultation as needed with JHS staff.

v. **Regulatory and Licensing Readiness:** The contractor will prepare all documentation and operational requirements necessary to support approval and operation of the fixed-site OTP sites, including any federal or state compliance reviews.

vi. **Programmatic Review:** Programmatic reviews will be conducted on a monthly basis at the start of the contract

for quality and compliance monitoring. Review cadence may be adjusted as needed and agreed upon by JHS and the contractor.

vii. **Billing and Administration:** This contract will operate on a cost reimbursable model. Public Health Seattle & King County (PHSKC) will provide Contractor with an invoicing template. Contractor will submit monthly invoices to PHSKC detailing expenditures. Invoices shall detail salaries and wages; fringe benefits; materials and supplies; and indirect costs. Invoices shall be submitted within 10 days of the end of each month. Supporting documentation must be submitted with each invoice, including general ledger, financial activity report, personnel timesheets, and copies of all invoices and receipts paid. Additional fiscal documentation may be requested by PHSKC, as needed. PHSKC shall remit payment to Contractor for costs incurred no more than 30 days after a complete and accurate invoice is received.

## Deliverables:

i. **Staffing plan:** Contractor will provide staffing in alignment with their proposed and agreed upon staffing model. The staffing plan proposed will outline how each phase of the contract (as described in the Timeline section below) will be staffed and how the contractor will ensure continuity of services throughout the contract period.
    a. Staffing plan should, at a minimum consist of positions that include the ability to oversee the program, provide medical care (physician or ARNP), substance use disorder assessments, nursing care and medication administration, and care coordination or navigation. Staff providing services should have all applicable licenses in good standing for the services they are providing, which may include DEA, state licensure/credential, or other required certification.

    b. Hiring will be completed such that it allows Contractor staff to be provided with a King County-issued user account to allow access to required internal resources and access to King County secure network.
    c. Key personnel hiring decisions will be made in coordination with JHS contract leads to ensure standards of the carceral environment are met, and programmatic intentions are well supported.
    d. Mutual administrative support and reliable communication will be provided, including a consistent point of contact for emails and phone calls related to patient enrollment, medical treatment, dosing needs, dosing changes, policy and program changes, and scheduling.
    e. JHS Health Information Management (HIM) staff will be granted access to patient appointment information used for patient care to ensure facilitation of patient movements within the jail.

ii. **Data provision:** Contractor will provide agreed upon reporting which may include dosing logs, summary of clinical services rendered, critical incident reports, diversion incident report, and other related service data necessary for program oversight.

## Timeline and Milestones:

This contract is expected to begin in early 2027 and continue through 2027. Annual renewals are typically completed in the last quarter of the year thereafter.

The contractor will provide services in 4 progressive phases during the contract period:

**Planning & Program Development Phase:**

This phase will focus primarily on building out the infrastructure, staffing, regulatory readiness, operational and clinical workflows, and governance necessary to launch methadone services within KCCF and MRJC, and in coordination with relevant JHS clinical teams. No direct care services will be provided by the Contractor during this phase.

**Service Phase 1 – Continuation and courtesy dosing:**

This phase represents the launch of operational medication services within KCCF and MRJC. During this phase, Contractor will assume daily methadone verification and continuation services for incarcerated individuals actively enrolled in community-based OTPs at the time of booking and limited methadone initiation services for pregnant patients with OUD desiring methadone.

During this phase patient volume and capacity are not expected to exceed ~40-50 patients for daily methadone

dosing per day across both sites.

**Service Phase 2 – Methadone initiation non-fixed site**

During this phase, the Contractor will continue all methadone services from service phase 1, as well as expansion of methadone initiation services for any patient with OUD that are eligible and desiring methadone but not actively enrolled in a community-based OTP & support services (described in section 3.IV). Services will be provided to patients without a fixed med unit at either site. Patient assessments and dosing services will predominately be conducted on patient unit floors or in clinic spaces as available.

Patient volume is expected not to exceed ~60 patients for daily methadone dosing & 4 methadone initiations daily Monday – Friday (including holidays) across both sites. Ideally, initiation services would begin in Q1 2027.

**Service Phase 3 – Full-service OTP clinic with fixed med unit**

Service phase 3 is contingent on the completion of construction at both facilities of a fixed med unit. During this phase, the Contractor will continue all methadone services from service phases 1 & 2 within a fixed site med unit at both facilities.

Patient volume is not expected to exceed ~100 patients for daily methadone dosing & 4 methadone initiations Monday – Friday (including holidays) across both sites.

**Specific dates for Phase transitions are to be determined with the awarded Contractor.**

## Assumptions and constraints:

**i. Access and information:**

a. Contractor is a Part 2 program as defined under 42 CFR Part 2. Contractor created records are owned by Contractor and maintained within Contractor's chosen EHR.

b. View-only access to mutual EHRs will be permitted by agreed upon staff persons as a means of care coordination and safe clinical service delivery in a process to be developed during Planning & Program Development Phase.

c. Appropriate release of information will be in place for each patient to allow coordination of care between JHS and Contractor.

d. Patients and other entities seeking medical records related to the services provided must request records from the Contractor directly

**ii. Compliance and Reporting:**

a. Contractor shall maintain accurate dosing records and comply with rules and regulations per the Drug Enforcement Agency (DEA), Substance Abuse and Mental Health Services Administration (SAMHSA), Pharmacy Quality Assurance Commission, Washington State Opioid Treatment Authority, Washington Department of Health, Americans with Disabilities Act recommendations, and National Commission on Correctional Health Care (NCCHC).

## Eligibility & requirements of awardees:

This RFP is open to any federally and state recognized opioid treatment programs serving patients in the greater Seattle & King County Region. **Eligible contractors must have a licensed provider with prescribing authority and DEA registration to prescribe Schedule II–V controlled substances.** The selected contractor will be required to meet all applicable facility background clearance requirements and provide the necessary insurance documentation, licenses, and any other required business agreements or supporting documents prior to commencing services.

## Award amount

The estimated available budget for this contract is approximately $1.2 million for services provided through December, 31, 2027.

## SECTION 2 INSTRUCTION TO APPLICANTS

### 2.1 Application Submission

Applications shall contain all required attachments and information and be submitted no later than the due date and time to the place stated on the front of this RFA or as amended. The Applications shall show the title, the due date specified, and the name and address of the Applicant. Applicants are cautioned that failure to comply may result in non-acceptance of the Application. The Applicant accepts all risks of late delivery of mailed Applications or of mis-delivery regardless of fault. Applications properly and timely submitted will be opened.

Applications will only be accepted from Applicants able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Application for the team, with accompanying proof of the joint venture agreement. Likewise, when an agency is covered by a fiscal sponsor, the fiscal sponsor shall submit the Application on behalf of its sponsored agency and will be considered the Applicant. The fiscal sponsor will note in its submitted materials the name of the agency which will complete the Work.

When hard copies of materials are requested, Applicants are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation and shall use both sides of paper sheets where practicable.

### 2.2 Electronic Commerce and Correspondence

PHSKC is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most solicitations including Requests for Application, Requests for Proposals, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the PHSKC RFP Web Site, located at http://www.kingcounty.gov/health/rfp. Interested parties may subscribe to email alerts regarding PHSKC funding opportunities by accessing this link: https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic_id=WAPHSKC_97

After submittals have been opened, PHSKC will make available a listing of the businesses submitting Applications, and later, any final award determination.

### 2.3 Late Applications

Applications and modifications of Applications received at the location designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### 2.4 Cancellation of RFA or Postponement of Application Opening

The County reserves the right to cancel this RFA at any time. The County may change the date and time for submitting Applications prior to the date and time established for submittal.

### 2.5 Application Signature

Each Application shall include a completed Application cover page (page 1) signed by an authorized representative of the Applicant.

### 2.6 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFA, the County will issue a written Addendum to the RFA.

### 2.7 Questions and Interpretation of the RFA

No oral interpretations of the RFA will be made to any Applicant. All questions and any explanations must be requested in writing and directed to the Contract Specialist identified on page 1 no later than **the date specified in the Schedule above.** Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Applicants by addendum. **Communications concerning this Application, with other than the listed Contract Specialist may cause the Applicant to be disqualified.**

**2.8 Pre-Application Conference**

If a Pre-Application conference is conducted, it will be held at the time, date and location indicated in the RFA Summary. All prospective Applicants are strongly encouraged to attend. The intent of the Pre-Application conference is to assist the Applicants to more fully understand the requirements of this RFA. Applicants are encouraged to submit questions in advance to enable the County to prepare responses. These questions should be emailed to the Contract Specialist indicated on the cover page. Applicants will also have an opportunity to ask questions during the conference.

**2.9 Examination of Application and Agreement Documents**

The submission of an Application shall constitute an acknowledgement upon which the County may rely that the Applicant has thoroughly examined and is familiar with all requirements and documents pursuant with the RFA, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of an Applicant to comply with the above requirement shall in no way relieve the Applicant from any obligations with respect to its Application or to any Agreement awarded pursuant to this RFA. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFA.

**2.10 Cost of Applications and Samples**

The County is not liable for any costs incurred by Applicant in the preparation and evaluation of Applications submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Applicant's request and expense unless otherwise specified.

**2.11 Modifications of Application or Withdrawal of Application Prior to Application Due Date**

At any time before the time and date set for submittal of Applications, an Applicant may submit a modification of an Application previously submitted to the County. All Application modifications shall be made in writing, executed and submitted in the same form and manner as the original Application.

Applications may be withdrawn by written notice received prior to the exact hour and date specified for receipt of Applications.

**2.12 Application Withdrawal after Public Opening**

Except for claims of error granted by the County, no Applicant may withdraw an Application after the date and time established for submitting Applications, or before the award and execution of an Agreement pursuant to this RFA, unless the award is delayed for a period exceeding the period for Application effectiveness.

**2.13 Error and Administrative Corrections**

The County shall not be responsible for any errors in Applications. Applicants shall only be allowed to alter Applications after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

**2.14 Application Submission Instructions**

All materials should be received by the date and time indicated on page 1 of this RFA. Materials should be submitted by email only in one package to the email address specified on page 1. Late submissions will not be accepted.

## 2.15 Compliance with RFA Terms, Attachments and Addenda

A. The County intends to award an Agreement based on the terms, conditions, attachments and addenda contained in this RFA. Applicants shall submit Applications, which respond to the requirements of the RFA.

B. The County reserves the right to reject any Application for any reason including, but not limited to, the following –

- Any Application, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- Any Application that has any qualification, limitation, or provision attached to the Application;
- Any Application from Applicants who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
- Any Application submitted by an Applicant which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
- Any Application from Applicants who are not approved as being compliant with the requirements for equal employment opportunity; and
- Any Application for which an Applicant fails or neglects to complete and submit any qualifications information within the time specified by the County.

C. In consideration for the County's review and evaluation of its Application, the Applicant waives and releases any claims against the County arising from any rejection of any or all Applications, including any claim for costs incurred by Applicants in the preparation and presentation of Applications submitted in response to this RFA.

D. Applications shall address all requirements identified in this RFA. In addition, the County may consider Application alternatives submitted by Applicants that provide cost savings or enhancements beyond the RFA requirements. Application alternatives may be considered if deemed to be in the County's best interests. Application alternatives shall be clearly identified.

## 2.16 Acceptance of Agreement, Attachments and Addenda

Applicant(s) shall review the Agreement, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the Application.

If there are exceptions taken to the proposed terms and conditions and any of its attachments, the Applicant's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and the terms attachment as an attachment to the Application, identifying the exceptions and proposed changes. All proposed changes shall be tracked in the Agreement using the tracking changes feature in Microsoft Word®. Identifying any exceptions does not affect your score, and does not guarantee that those exceptions will be accepted by the County if your agency is selected.

The project schedule is such that it requires a very efficient Application review and negotiation period. It is very important that any possible roadblocks or issues the Applicant may have with the terms and conditions are identified during the Application process and resolved prior to proceeding with the Agreement negotiations.

## 2.17 Collusion

If the County determines that collusion has occurred among Applicants, none of the Applications from the participants in such collusion shall be considered. The County's determination shall be final.

**2.18 Application Price and Effective Date**

A. The Application price shall include everything necessary for the prosecution and completion of Work under the Agreement including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFA. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Application price. The County shall pay any Washington State sales/use taxes applicable to the Agreement price or tender an appropriate amount to the agency for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Application price.

B. In the event of a discrepancy between the unit price and the extended amount for an Application item, the County reserves the right to clarify the Application.

C. The Application shall remain in effect for 120 Days after the Application due date, unless extended by agreement.

**2.19 Procedure When Only One Application Is Received**

If the County receives a single responsive, responsible Application, the County may request an extension of the Application acceptance period and/or conduct a price or cost analysis on such Application. The Applicant shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Application; the County reserves the right to reject such Application or any portion thereof.

**2.20 Appeal Procedures**

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or Application and, if appropriate, the level of funding to be allocated. Written notification will be via email to the email address submitted on the Application response form. Any applicant wishing to appeal the decision must do so in writing by 4:30 p.m. two (2) business days after the email notification of PHSKC's decision. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in this RFA.
- Failure to adhere to published criteria and/or procedures in carrying out the RFA process.

Appeals must be sent by email to the Contract Specialist indicated on the cover page. PHSKC will review the written appeal and may request additional oral or written information from the appellant organization. PHSKC will provide a written decision and such decision shall be final.

## SECTION 3 APPLICATION EVALUATION AND AGREEMENT AWARD

### 3.1 Application Evaluation

A. The County will evaluate Applications using the criteria set forth in this RFA. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Application information may be conducted with those Applicants whose Applications are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFA, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Applicants a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.

B. The County may find that an Applicant appears fully qualified to perform the Agreement or it may require additional information or actions from an Applicant. In the event the County determines that the Application is not responsive or responsible the County shall eliminate the Application from further consideration.

C. The County may enter negotiations with one or more Applicants to finalize Agreement terms and conditions. Negotiation of an Agreement shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Agreement. In the event negotiations are not successful, the County may reject Applications.

D. The County reserves the right to make an award without written and/or oral discussions with the Applicants and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Agreement award, if any, shall be made by the County to the responsible Applicant whose Application best meets the requirements of the RFA, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award an Agreement to the Applicant offering the lowest price. The County shall have no obligations until an Agreement is signed between the Applicant and the County. The County reserves the right to award one or more agreements as it determines to be in its best interest.

### 3.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Applicant, and other evidence it may obtain otherwise, to determine whether the Applicant is in compliance with the terms and conditions set forth in this RFA.

Responsible

In determining the responsibility of the Applicant, the County may consider:

- the ability, capacity and skill to perform the Agreement and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Agreement properly and within the times proposed;
- the quality and timeliness of performance on previous agreements with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Agreement.

Failure of an Applicant to be deemed responsible or responsive may result in the rejection of an Application.

### 3.3 Financial Resources and Auditing

If requested by the County, prior to the award of an Agreement, the Applicant shall submit proof of adequate financial resources available to carry out the execution and completion of work required by the subsequent Agreement.

King County reserves the right to audit the agency throughout the term of the subsequent Agreement to assure the agency's financial fitness to perform and comply with all terms and conditions contained within the Agreement. King County will be the sole judge in determining the agency's financial fitness in carrying out the terms of the Agreement.

### 3.4 Public Disclosure of Applications

This solicitation is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Applications submitted under this RFA shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the Agreement has been made, the Applications shall be available for inspection and copying by the public.

If an Applicant considers any portion of its Application to be protected under the law, the Applicant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Applicant of the request and allow the Applicant ten (10) Days to take whatever action it deems necessary to protect its interests. If the Applicant does not take such action within said period, the County will release the portions of the Application deemed subject to disclosure. By submitting an Application, the Applicant assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

### 3.5 Term of the Agreement

If an Agreement is awarded based on this RFA, it may allow for the initial agreement period to be for one (1) year from the start date of the agreement, with an extension for ___3___additional one-year periods for a total agreement duration of ___4____years, in accordance with the County's best interest and at the sole option of the County. Reasonable budget changes may be requested by contacting appropriate PHSKC personnel.

**DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFA**

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement documents, the following words and terms shall have the meanings indicated.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by PHSKC during the Application period and prior to award.

Applicant: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting an Application to perform the Work.

Application Evaluators (AE): Team of people appointed by the County to evaluate the Applications, conduct discussions, call for Best and Final Offers, score the Applications and make recommendations.

Best and Final Offer: Best and Final Offer shall consist of the Applicant's revised Application and any supplemental information requested during the evaluation of Applications. In the event of any conflict or inconsistency in the items submitted by the Applicant, the items submitted last govern.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFA that the County shall examine to determine the Applicants understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Applicant; potential for successfully accomplishing the Agreement; risk allocation and the probable cost to the County.

Days: Calendar days.

Measurable Amount of Work: For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee’s time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one-week period.

RFA: Request for Applications, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Applicants for information and reference in preparing Applications but not as part of this Agreement.

**Attachment 2 – Agreement Terms and Conditions**

## 1. Agreement Term and Termination

A. This Agreement shall begin on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.

A. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.

B. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice if: (1) the Recipient breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages.

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

C. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon seven business days advance written notice to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

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

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

## 2. Compensation and Method of Payment

E. The County shall compensate the Recipient for satisfactory completion of the services and requirements specified in this Agreement payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.

F. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

G. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient'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 Recipient of the amounts set forth in said invoice or any later invoice.

H. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.

I. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprograming of under expenditures.

J. If travel costs are contained in the attached budget, reimbursement of Recipient 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 Recipient does not request government rates, the Recipient 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. Please reference http://www.gsa.gov for the current host city per diem rates.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient 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. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

**3. Internal Control and Accounting System**

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

**4. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a person or entity that is debarred, suspended, or proposed for debarment. The Recipient will notify King County if it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

**5. Maintenance of Records/Evaluations and Inspections**

A. The Recipient shall maintain for a period of six years after termination of this Agreement accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following for a period of six years after termination of this Agreement:

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 Agreement; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all entities seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review these records. The Recipient shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Recipient shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any sub-awardee assigned any portion of this Agreement in order to monitor and evaluate the services provided under this Agreement. The County will give reasonable advance notice to the Recipient of the date on which the audit shall begin. The Recipient shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Agreement documents. If different from the Recipient's address listed above, the Recipient shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement 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 Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.

D. Medical records shall be maintained and preserved by the Recipient 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 Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.

E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement 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.

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

**6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx.

**7. Financial Reports and Audits**

Recipient is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to MonitoringTechnicalSupport@kingcounty.gov by the stated due date.

A. If the Recipient is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends $1,000,000 or more in Federal awards during the its fiscal year, then the Recipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Recipient's fiscal year.

B. If the Recipient is not subject to the requirements in subsection A, the following apply:

| **Entity Type** | **Non-Profit** | | **For Profit** | |
|---|---|---|---|---|
| **Gross Revenue** | Gross Revenue Under $3M on average in the previous three fiscal years. | Gross Revenue Over $3M on average in the previous three fiscal years. | Gross Revenue Under $3M on average in the previous three fiscal years. | Gross Revenue Over $3M on average in the previous three fiscal years. |
| **Required Documentation** | • Form 990 within 30 days of its being filed; and<br>• A full set of annual internal financial statements | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm | • Income tax return; and<br>• A full set of annual internal financial statements | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm |
| **Due Date** | Within 30 calendar days from the forms being filed. | Within 9 months following the close of the Recipient's fiscal year. | Within 30 calendar days from the forms being filed. | Within 9 months following the close of the Recipient's fiscal year. |

C. Waiver

A Recipient that is not subject to the requirements in subsection A may request, and in the County's sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Recipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Recipient's Board of Directors.

D. The County may require additional audit or review requirements and the Recipient will be required to comply with any such requirements.

**8. Corrective Action**

If the County determines that the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

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

B. The Recipient shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach, which shall not be more than thirty (30) days from the

date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

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

D. If the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Agreement in whole or in part pursuant to Section 1.

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

F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

**9. Dispute Resolution**

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

**10. Hold Harmless and Indemnification**

A. Duties as Independent Contractor:

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

B. Recipient's Duty to Repay County:

The Recipient 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 Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

C. Recipient Indemnifies County:

The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act,

including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Recipient shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. County Indemnifies Recipient:

The County shall protect, defend, indemnify, and save harmless the Recipient, 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 sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient 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. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

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

**11. <u>Insurance Requirements</u>**

The Recipient, unless expressly waived in Appendix 1, shall procure and maintain for the term of this Agreement, insurance covering King County as an additional insured, 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 Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages required by this contract are contained in Appendix 1.

A. Municipal or state agency provisions

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

A. Deductibles and self-insured retentions

Any deductibles or self-insured retentions shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.

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

1. All Liability Policies (except Employers Liability, Workers Compensation and Professional Liability (Errors and Omissions):
    a. King County, its officers, officials, employees and agents are to be covered as additional insureds, for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement(s) shall be included with the certificate of insurance, "CG 2010 11/85" or its substantive equivalent is required. The County requires these Endorsement(s) to complete the Contract.
    b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.
    c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All policies
    a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) days prior written notice has been given to the County.
    b. Each insurance policy shall be written on an "occurrence" basis/form; except that insurance on a "claims made" basis/form may be acceptable with prior County approval.

       If coverage is approved and purchased on a "claims made" basis/form, 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.

C. Acceptability of Insurers
1. Insurance coverage is to be placed with insurers with an AM Bests' rating of no less than A: VIII, or, if not rated with an AM Bests', with minimum surpluses the equivalent of an AM Bests' surplus size VIII.
2. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Bests' rating of B+:VII. Any exception must be approved by the County.
3. If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

D. Verification of coverage
1. The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. In the event of a claim, the County reserves the right to require complete, certified copies of all required insurance policies at any time, which may be redacted of confidential and proprietary information.
2. If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.
3. County's receipt or acceptance of Contractor's evidence of insurance without comment or objection, or County's failure to request certified copies of such insurance does not waive, alter, modify or

invalidate any of the insurance requirements set forth above or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance or preclude or prevent any action by County against Contractor for breach of the insurance requirements.

E. Insurance for subcontractors

1. 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 reasonable and appropriate insurance coverage and insurance limits to cover each of the subcontractors liabilities given the subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any subcontractor must comply with the specified insurance requirements, including the requirements under "Other insurance provisions".

2. Contractor is obligated to require and verify that each subcontractor maintains the required insurance and ensure that King County is included as additional insured. Upon request by King County, and within five (5) business days, Contractor must provide evidence of each subcontractor's insurance coverage, including endorsements.

F. 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.

**12. Assignment/Sub-agreements**

G. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

H. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.

I. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.

J. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee 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 sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

**13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage**

The Recipient shall comply with all requirements found at http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx.

**14. Conflict of Interest**

A. The Recipient shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this

Agreement and subject the Recipient to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. The Recipient agrees, pursuant to K.C.C. 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 Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the County will be cancelled and it shall not be able to bid on any County Agreement for a period of two years.

C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient 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 Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

## 15. Equipment Purchase, Maintenance, and Ownership

**Funder's requirements may take precedence over this section as applicable.**

A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of $5,000 per item or more (hereinafter referred to as "Equipment"), is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the Equipment.

B. The Recipient shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

C. All Equipment not listed as a budget line item purchased under this Agreement requires prior written approval from the County.

D. All Equipment purchased under this Agreement shall be recorded and tagged as an asset in inventory and reported to the County.

## 16. Proprietary Rights

A. Ownership Rights of Materials Resulting from Agreement:

Except as indicated below or as described in an Exhibit, the parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Recipient by operation of law or for any other reason, the Recipient hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Recipient, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

B. Ownership Rights of Previously Existing Materials:

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

C. Continued Ownership Rights:

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

**17. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

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

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

**19. Future Support**

The County makes no commitment to support the services under this Agreement and assumes no obligation for future support of the activity under this Agreement except as expressly set forth in this Agreement.

**20. Entire Agreement/Waiver of Default**

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

**21. Amendments**

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

**22. Notices**

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

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

The Recipient and any sub-awardee 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 Agreement, all of which are incorporated herein by reference.

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

**24. Applicable Law**

This Agreement 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.

**25. Electronic Processing and Signatures**

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at https://www.docusign.com/company/terms-of-use.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

**26. No Third Party Beneficiaries**

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**END OF COUNTY TERMS AND CONDITIONS**

**END OF RFA**

## APPENDIX 1 – INSURANCE REQUIREMENTS

PHSKC Agreement #

Unless waived under section A below, the following insurance requirements are hereby incorporated into the referenced Agreement's terms and conditions.

Section A.

The requirement that Contractor maintains insurance coverage as specified for this Agreement is not waived.

Section B. Specific Requirements

General Liability Insurance:

$3,000,000 per occurrence and $3,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, ongoing operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

Products and Completed Liability Insurance:

The General Liability policy shall include coverage for products and completed operations.

Sexual Abuse and Misconduct Liability Insurance:
1. Reserved.
2. Reserved.

Automobile Liability Insurance:

Reserved.

Professional Liability Insurance (Errors and Omissions):

1. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, $3,000,000 per claim and in the aggregate. 'Professional Services' for the purpose of this Contract Section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
2. Reserved.

Cyber Liability/Technology Insurance:

1. If Scope of Work involves access to, handling, and/or storage of sensitive data, to include but not limited to payment card information, personally identifiable information (PII), and personal

health information (PHI) of 1,000 or more records, Cyber Liability coverage shall be maintained. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. $3,000,000 per claim and in the aggregate.

For more than 2,000 records: $1,000,000 per claim and in the aggregate.

Workers' Compensation Insurance and Employer's Liability ("Stop Gap") Insurance:

1. 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. When statutorily required to have Workers' Compensation coverage, Contractor shall maintain Employers Liability or Stop Gap coverage with a limit no less than $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability), or, in monopolistic states, including but not limited to Washington, the protection provided by the 'Stop Gap' endorsement to the Commercial General Liability policy.