

Contract, Procurement and Real Estate Services (CPRES)

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www.kingcounty.gov/health

Request for Proposals # 2026CHS1081RFP

ADVERTISED DATE:

Title: Multicultural & HR-1 Outreach Funding

Due Date and Time: **No later than Aug 19, 2026, 02:00 PM**

Contract Specialist: Saba Al Harazi

Submit Questions & Proposal to: cpres-CHS@kingcounty.gov

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

Proposals must include this RFP 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 RFP response to the contents of the RFP response.

The selected Proposer 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 RFP 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 RFP and agree to meet the requirements of PHSKC if an award is made. All information provided in this Proposal 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 Proposer'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

Proposer 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.

RFP Summary

Summary Description

Public Health – Seattle & King County is a partner of the Washington Health Benefit Exchange and provides health insurance education and enrollment assistance to Washington State residents. As part of this work, we are seeking to increase health insurance literacy across our communities and are inviting community partners to help us achieve this goal.

Pre-Proposal Conference

Public Health – Seattle & King County (PHSKC) will not conduct pre-Proposal conference for this RFP.

Schedule

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

DATE	EVENT
7/24/26	Request for Applications issued
8/14/26	Final Day to ask questions
8/17/26	Final Addendum issued (if necessary)
8/19/26	Applications due no later than 2:00pm
8/24/26	Interview/scoring date range (tentative)
8/25/26	Notice of Selection (tentative)
9/01/26	Agreement starts date (tentative)

What to Submit

Proposals shall be emailed in one email and shall contain all required documents as one file or multiple files: **You can only apply for 1 level option. You cannot choose both.**

1. Completed and signed RFP cover page.
2. Answer the following questions:

Level 1 Support for Multi-cultural communities during Open Health Insurance Open Enrollment.	1. Agencies who serve clients from various communities and languages. 2. Eligible to purchase a Qualified health Plans 3. Agencies can be in King, Snohomish, Clallam & Jefferson counties. 4. Submit a one-page proposal that will include: a) How you serve multi-lingual communities. b) How do you serve clients who are eligible for Qualified Health Plans. c) How long has your agency served the community. d) And type of support you provide. e)
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	Describe how you'll provide awareness about Open Enrollment. f) Can not be a health insurance Navigator agency who is already receiving funding. Your proposal does not include FTE cost. You can include cost of providing translations, food for meetings or renting space for events.
Level 2 HR-1 non-citizen education	1. Explain how your agency is serving clients who are non-citizens that will be impacted by HR-1 for non-citizens. 2. Explain how you'll reach out to your clients who will be impacted. 3. Can not be a health insurance navigator agency who is already receiving funding. This is also one-page proposal. Do not include staff cost.

How will Proposers be evaluated?

Proposals will be reviewed and evaluated by a committee of Proposal Evaluators.

#	Evaluation Criteria	Description	Max. Points
1	Qualifications and Relevant Experience	Level 1 they have experience serving multi-lingual clients. Clients are eligible for Qualified Health Plans. Level 2 they are serving non-citizens clients who are impacted by HR-1.	40
2	Approach to Work	Both levels identify how they serve the communities.	40
3	Budget	Both levels didn't include staff cost. Just request funding based on budgeted amounts.	20
		Total possible Points	100
7	Optional	Interviews	20
		Total Evaluation	120

An interview may be conducted if a selection is not made on the basis of the written Proposal alone. If interviews are conducted, an additional maximum of 20 points will be given. The total scoring of the Proposals will then be 120 points.

If selected, what are the next steps?

A representative of the PHSKC program will reach out to the awarded Proposer to begin negotiations on the program elements of the Agreement. The Proposer 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](#).

SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

Description

In July 2011, Washington State created the Washington Health Benefit Exchange (HBE), the marketplace for individuals to apply for health insurance. To successfully enroll Washington State residents into insurance, HBE developed several avenues for robust outreach and enrollment, including face-to-face assistance through an In-Person Assister (Navigator) program. It also included the establishment of Lead organizations in each county located in Washington state. Public Health-Seattle & King County has been the Lead Organization in King County for thirteen years. Our goal is to continue our Lead role in King County, Snohomish, Jefferson and Clallam counties, and we continue to manage the King County Navigator network. We have a total of \$100,000 available for this funding opportunity.

Public Health – Seattle & King County is a partner of the Washington Health Benefit Exchange and provides health insurance education and enrollment assistance to Washington State residents. As part of this work, we are seeking to increase health insurance literacy across our communities and are inviting community partners to help us achieve this goal.

This funding opportunity includes two levels of support. The first is for Community-Based Organizations (CBOs) interested in conducting outreach to diverse communities' multi-cultural residents before and during the 2026–2027 Open Enrollment period, which runs from **November 1, 2026, through January 15, 2027**. Funded activities will begin on **September 1, 2026**. Funding would be \$7,500 to \$10,000 per year depending on proposal. If funding is available, this work may continue for the next 4 years.

Selected organizations will conduct outreach to raise awareness of health insurance coverage options available through Washington Healthplanfinder. The target population is uninsured clients who are eligible for a Qualified Health Plan, not Apple Health/Medicaid. Activities will include hosting Open Enrollment even (Public Health Navigators will do the enrollments), creating awareness on websites, developing and distributing culturally and linguistically appropriate outreach materials, and promoting Open Enrollment events within their communities.

Please note that funded organizations **will not** conduct health insurance enrollments. All enrollment assistance will be provided exclusively by Public Health Navigators. The primary objective of this funding is to educate community members about available health insurance options and connect them with trusted enrollment resources.

The second level of funding is regarding the impact of HR-1 on non-citizens that will be effective 10/01/26. Under HR-1 non-Citizens (except Cuban/Haitian entrants and COFA Islanders) must have a green card (5 years or longer unless exempted) and meet income guidelines to enroll into Apple Health. This means over 5,000 residents who are Refugee/Asylee/non-citizens could lose their Apple Health/Medicaid coverage as of 09/30/26. We are looking for agencies who serve this population and their clients will be impacted. This will include but is not limited to agencies who provide Behavioral Health, Substance Abuse and organizations and other agencies who do not have health insurance Navigators.

The timeline is limited and we need your help in identifying impacted clients and allow Public Health Navigators to help your clients find alternative health insurance options. This funding is to help with the expense of setting up meetings, allowing Public Health Navigators to assist your clients at your locations. Reduce transportation barriers for clients and other expenses associated with client education. Funding would be \$3,000 to \$5,000 per year depending on agency size and proposal. **Funding will be from 9/1/26-10/31/2026**. If funding is available, this work may continue for the next 4 years.

Budget

Level 1 Qualified Health Plans Education	Educating clients who are eligible to purchase a Qualified Health Plan.	\$7,500-\$10,000
Level 2 HR-1 Client identification and support	Identifying clients who will be impacted by the new HR-1 rules for non-Citizens effective 10/1/26.	\$3,000-\$5,000

Minimum Qualifications

Level 1 Support for Mult-cultural communities during Open Health Insurance Open Enrollment.	5. Agencies who serve clients from various communities and languages. 6. Eligible to purchase a Qualified health Plans 7. Agencies can be in King, Snohomish, Clallam & Jefferson counties. 8. Submit a one-page proposal that will include: a) How you serve multi-lingual communities. B) How do you serve clients who are eligible for Qualified Health Plans. C) How long has your agency served the community. D) And type of support you provide. E) Describe how you'll provide awareness about Open Enrollment. F) Can not be a health insurance Navigator agency who is already receiving funding. Your proposal does not include FTE cost. You can include cost of providing translations, food for meetings or renting space for events.
Level 2 HR-1 non-citizen education	4. Explain how your agency is serving clients who are non-citizens that will be impacted by HR-1 for non-citizens. 5. Explain how you'll reach out to your clients who will be impacted. 6. Can not be a health insurance navigator agency who is already receiving funding. This is also one-page proposal. Do not include staff cost.

SECTION 2 INSTRUCTION TO PROPOSERS

2.1 Proposal Submission

Proposals 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 RFP or as amended. The Proposals shall show the title, the due date specified, and the name and address of the Proposer. Proposers are cautioned that failure to comply may result in non-acceptance of the Proposal. The Proposer accepts all risks of late delivery of mailed Proposals or of mis-delivery regardless of fault. Proposals properly and timely submitted will be opened.

Proposals will only be accepted from Proposers able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Proposal 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 Proposal on behalf of its sponsored agency and will be considered the Proposer. 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, Proposers 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 Proposal, 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 Proposals, and later, any final award determination.

2.3 Late Proposals

Proposals and modifications of Proposals 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 RFP or Postponement of Proposal Opening

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

2.5 Proposal Signature

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

2.6 Addenda

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

2.7 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. 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 Proposers by addendum. **Communications concerning this Proposal, with other than the listed Contract Specialist may cause the Proposer to be disqualified.**

2.8 Pre-Proposal Conference

If a Pre-Proposal conference is conducted, it will be held at the time, date and location indicated in the RFP Summary. All prospective Proposers are strongly encouraged to attend. The intent of the Pre-Proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers 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. Proposers will also have an opportunity to ask questions during the conference.

2.9 Examination of Proposal and Agreement Documents

The submission of a Proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, 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 a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Agreement awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

2.10 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of Proposals 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 Proposer's request and expense unless otherwise specified.

2.11 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date

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

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

2.12 Proposal Withdrawal after Public Opening

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

2.13 Error and Administrative Corrections

The County shall not be responsible for any errors in Proposals. Proposers shall only be allowed to alter Proposals 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 Proposal Submission Instructions

All materials should be received by the date and time indicated on page 1 of this RFP. 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 RFP Terms, Attachments and Addenda

- A. The County intends to award an Agreement based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit Proposals, which respond to the requirements of the RFP.
- B. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following –
 - Any Proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any Proposal that has any qualification, limitation, or provision attached to the Proposal;
 - Any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
 - Any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any Proposal from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
 - Any Proposal for which a Proposer 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 Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.
- D. Proposals shall address all requirements identified in this RFP. In addition, the County may consider Proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

2.16 Acceptance of Agreement, Attachments and Addenda

Proposer(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 Proposal.

If there are exceptions taken to the proposed terms and conditions and any of its attachments, the Proposer'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 Proposal, 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 Proposal review and negotiation period. It is very important that any possible roadblocks or issues the Proposer may have with the terms and conditions are identified during the Proposal process and resolved prior to proceeding with the Agreement negotiations.

2.17 Collusion

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

2.18 Proposal Price and Effective Date

- A. The Proposal 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 RFP. 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 Proposal 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 Proposal price.
- B. In the event of a discrepancy between the unit price and the extended amount for an Proposal item, the County reserves the right to clarify the Proposal.
- C. The Proposal shall remain in effect for 120 Days after the Proposal due date, unless extended by agreement.

2.19 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible Proposal, the County may request an extension of the Proposal acceptance period and/or conduct a price or cost analysis on such Proposal. The Proposer 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 Proposal; the County reserves the right to reject such Proposal 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 PROPOSAL EVALUATION AND AGREEMENT AWARD

3.1 Proposal Evaluation

- A. The County will evaluate Proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Proposal information may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers 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 a Proposer appears fully qualified to perform the Agreement, or it may require additional information or actions from a Proposer. In the event the County determines that the Proposal is not responsive or responsible the County shall eliminate the Proposal from further consideration.
- C. The County may enter negotiations with one or more Proposers 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 Proposals.
- D. The County reserves the right to make an award without written and/or oral discussions with the Proposers 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 Proposer whose Proposal best meets the requirements of the RFP, 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 Proposer offering the lowest price. The County shall have no obligations until an Agreement is signed between the Proposer 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 Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

Responsible

In determining the responsibility of the Proposer, 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 a Proposer to be deemed responsible or responsive may result in the rejection of a Proposal.

3.3 Financial Resources and Auditing

If requested by the County, prior to the award of an Agreement, the Proposer 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 Proposals

This solicitation is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Proposals submitted under this RFP 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 Proposals shall be available for inspection and copying by the public.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer 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 Proposer of the request and allow the Proposer ten (10) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer 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 RFP, 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 an additional four-year periods for a total agreement duration of five (5) 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 RFP

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 Proposal period and prior to award.

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

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

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

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; 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.

RFP: Request for Proposals, also known as the solicitation document.

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

Attachment 1 – Agreement Terms and Conditions
PART A. KING COUNTY 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.
- B. 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.
- C. 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.

- D. 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.

- E. 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

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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 reprogramming of under expenditures.
- F. 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 <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	- Form 990 within 30 days of its being filed; and - 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 - 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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

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

11. **Insurance Requirements**

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.

B. 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.

C. 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.

D. Acceptability of Insurers

1. Insurance coverage is to be placed with insurers with an AM Best's rating of no less than A: VIII, or, if not rated with an AM Best's, with minimum surpluses the equivalent of an AM Best's surplus size VIII.
2. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Best's 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.

E. 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.

F. 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.

G. 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

- A. 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.
- B. "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.
- C. 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.
- D. 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.

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.

King County waives the requirement that Contractor/Recipient maintains the insurance coverages and limits for this Agreement. By waiving such minimum insurance requirements, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to [Contractor] or any Subcontractor under this Agreement, or to have in any way limited the County's potential recovery. To the contrary, the Parties agree this Agreement's lack of minimum insurance requirements may not in any way be construed as limiting any potential liability of the [Contractor and any Subcontractor to the County or the County's potential recovery from [Contractor / Recipients / Subrecipients]. [Contractor / Recipients / Subrecipients] and any Subcontractor shall assess their own risks and if they deem appropriate and/or prudent, they may maintain appropriate limits and coverage.

This waiver does not reduce, limit, or waive any indemnification, defense, or hold-harmless obligations assumed by Contractor/Recipient under the Hold Harmless and Indemnification Section of this Agreement. The Parties agree nothing contained herein shall be construed to limit Contractor's liability to the County or to third parties arising out of performance of this Agreement.

If, at any time during the term of this Agreement, Contractor/Recipients obtains or maintains insurance coverage, whether primary, excess, commercial, or a self-insurance program, said insurance will respond to a claim or loss. This shall be effective upon the effective date of the insurance policy(ies).

King County reserves the right, upon ten (10) days' written notice, to re-evaluate and require reasonable insurance coverage commensurate with the scope of work in effect. Failure to secure such coverage after written notice from the County shall constitute a material breach of this Agreement and shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Term and Termination provisions of this Agreement.

Section B. Specific Requirements

General Liability Insurance:

Products and Completed Liability Insurance:

Reserved.

Sexual Abuse and Misconduct Liability Insurance:

1. Reserved.
2. Reserved.

Automobile Liability Insurance:

Professional Liability Insurance (Errors and Omissions):

1. Reserved.
2. Reserved.

Cyber Liability/Technology Insurance:

1. Reserved.

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

1. Reserved.

END OF COUNTY TERMS AND CONDITIONS

END OF RFP