

Request for Applications # 2024CDIP696RFA

ADVERTISED DATE: November 6, 2024

Title: Opioid Overdose Prevention and Response Pilot Projects

Due Date and Time: No later than Dec 19 2024 02:00 PM

Contract Specialist: Kishan Scipio

Submit Questions & Application to: cpres-CDIP@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.

This Request for Applications will be provided in alternative formats for individuals upon request.

RFA Summary

Summary Description

Public Health – Seattle & King County is soliciting project Applications through a Request for Applications (RFA) for two-year pilot projects to address opioid overdose and prevention utilizing community-centered approaches in King County, WA in the following three investment areas:

1. Expand services for people who use opioids that otherwise would not receive services in traditional behavioral health or other outpatient service venues across the care continuum.
2. Address quality of life issues for people who use opioids.
3. Expand community grief, respite, and support resources for people who have lost loved ones to overdose.

Pre-Application Conference

Public Health – Seattle & King County (PHSKC) will conduct 1 pre-Application conference for this RFA. This conference **Wednesday, November 20, 2024 1:30 - 3:00 PM**, 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.

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 266 918 463 906

Passcode: 2ZEPtm

Dial in by phone

[+1 425-653-6586,368502364#](tel:+14256536586) United States, Bellevue

[Find a local number](#)

Phone conference ID: 368 502 364#

Join on a video conferencing device

Tenant key: kcsc@m.webex.com

Video ID: 118 850 726 0

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



King County

What to Submit

Applications shall be emailed in one email and shall contain all required documents as one file or multiple files.

Emails with attachments should be sent to: cpres-CDIP@KingCounty.gov with subject line 2024CDIP696RFA.

- Completed and signed RFA cover page.
- Attachment B: Application Narrative
- Attachment C: Budget Template

Applications must include all required documents; Incomplete applications may not be evaluated. **All documents must be attached, links will not be opened. Use the fillable documents posted with this solicitation for best results. All fillable documents are Microsoft365 compatible.**

How will Applicants be evaluated?

Applications will be reviewed and evaluated by a committee of Application Evaluators.

| Scoring Criteria | | | |
|---|---|---|--------|
| Narrative Prompt | Highest Score | Lowest Score | Points |
| <p>Community engagement: Which communities or populations does your proposal focus on? What is your experience with the communities/populations you are proposing to impact? How will you engage these communities/populations in this project?</p> | <ul style="list-style-type: none"> Proposed services focus on communities disproportionately impacted by opioid use and overdose (Black and American Indian/Alaska Native communities, people experiencing homelessness, people living in temporary or supportive housing, LGBTQIA2+ communities, and/or people who engage in sex work) Organization has a demonstrated history reaching communities disproportionately impacted by opioid use and overdose Existing and proposed services are developed in partnership with communities served. | <ul style="list-style-type: none"> Proposed services do not focus on communities disproportionately impacted by opioid use and overdose (Black and American Indian/Alaska Native communities, people experiencing homelessness, people living in temporary or supportive housing, LGBTQIA2+ communities, and/or people who engage in sex work) Organization does not demonstrate history reaching communities disproportionately impacted by opioid use and overdose Existing and proposed services are not grounded in relationship to the communities served | 40 |
| <p>Agency description: Describe your organization or agency, including:</p> <ul style="list-style-type: none"> Hours of operation and location. Services provided, history providing these services, and philosophy in approaching drug use. Please describe your staff, including their duties, responsibilities, and qualifications. How does your organization prioritize lived experiences/expertise in staffing and service provision? | <p>Agency description:</p> <ul style="list-style-type: none"> Agency is open flexible hours Agency provides or has demonstrated capacity to provide low- or no-barrier services to people who use drugs Demonstrated knowledge and application of harm reduction principles within service provision. Organization is led by, majority staffed by, and serving people who have been disproportionately impacted by opioid overdose; and/or led by and majority staffed by people who share intersectional identities with clientele or program participants. | <p>Agency description:</p> <ul style="list-style-type: none"> Agency is not open flexible hours Agency does not provide or have demonstrated capacity to provide services to people who use drugs Agency does not demonstrate knowledge or application of harm reduction principles within service provision Agency is not a community-based organization | 30 |
| <p>Proposed Services:</p> | <p>Proposed Services:</p> | <p>Proposed Services:</p> | 30 |

| | | | |
|--|--|---|----|
| <p>What do you want to do with this funding and how does the project you are proposing add to or change your existing work? What information, community feedback, or research suggests that your proposed project would meet a need for your program participants or clientele in relation to at least one of the three investment areas? What is the timeline for implementing the proposed services?</p> | <ul style="list-style-type: none"> Proposed services are new or expand upon existing services. Proposed use of funds meets one or more investment areas. Applicant provides meaningful examples of relationship between organization/service provision and community need. Timeline is realistic | <ul style="list-style-type: none"> Proposed services are a continuation of existing service provision (not new or expanding upon service provision) Proposed use of funds does not meet investment areas. Applicant does not provide meaningful examples of relationship between organization/service provision and community need. Timeline is not realistic | |
| <p>Program Evaluation What would you like to learn about this project and/or how would you know if it was successful? What infrastructure or plans do you have in place to support collecting this information?</p> | <p>Program Evaluation</p> <ul style="list-style-type: none"> Includes attainable and meaningful program metrics. Demonstrates capacity for collecting program metrics | <p>Program Evaluation</p> <ul style="list-style-type: none"> Program metrics are missing, unattainable or not related to RFA goals. Does not demonstrate capacity for program metrics | 10 |
| <p>Sustainability: What is the long-term goal or plan for these services?</p> | <p>Sustainability</p> <ul style="list-style-type: none"> Demonstrates a vision for these services after the pilot period, rationale for how evaluation results could be leveraged for ongoing funding if necessary, and/or impact extending beyond the pilot period | <p>Sustainability</p> <ul style="list-style-type: none"> Does not demonstrate plans for sustainability of services | 10 |
| <p>Overall Application</p> | <ul style="list-style-type: none"> Narrative does not exceed page limit and addresses all required elements Activities are located in King County, WA | <ul style="list-style-type: none"> Narrative exceeds page limit and/or does not address all required elements Activities are not located in King County, WA | 10 |
| <p>Budget</p> | <p>Budget</p> <ul style="list-style-type: none"> Includes adequate staffing to complete the scope of work. Staff are appropriately compensated. Narrative includes a plan and rationale for accomplishing the proposed activities with budgeted funds. Budget is adequate to achieve the scope of work. | <p>Budget</p> <ul style="list-style-type: none"> Includes too many or too few staff to complete the scope of work. Significantly under- or overcompensates staff. Narrative is vague or missing rationale. Budget is not adequate to complete the scope of work | 10 |

| | | | |
|--|--------------------|--|-------------|
| | | | |
| | TOTAL SCORE | | /140 |

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 **160** points.

APPLICATION ASSISTANCE

Application assistance (also known as **technical assistance**) is available to support organizations in applying to this RFA. The main purpose of this opportunity is to eliminate linguistic, cultural and other barriers that might prevent organizations from seeking government funding. Application assistance is free of charge.

Technical assistance (TA) consultants can:

- Assist in determining appropriate fit between your proposal and this funding opportunity.
- Provide guidance on how best to answer questions.
- Support your application development, including editing and budget review.

TA Consultants are not grant writers but can support you in explaining your proposal in the most clear and concise way.

We encourage you to reach out to a TA consultant as early as possible. We cannot guarantee TA consultant availability within 5 business days of the deadline (the RFP’s closing date). Assistance in languages other than English is available; let a TA consultant know your language need and Best Starts will try to accommodate.

We encourage you to only contact one TA consultant at a time and allow them 24 hours to respond before contacting any other TA consultants.

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 Applicant are contained on PHSKC’s website (<https://kingcounty.gov/depts/health/partnerships/contracts/insurance-requirements.aspx>). Specific coverage limits for this particular Work are:

Since the anticipated award amount is greater than \$30,000, PHSKC must comply with the Federal Funding Accountability and Transparency Act (FFATA). After award, PHSKC is required to report information about the agency to the FFATA Agreement Reporting System (FSRS). The agency will be required to be currently registered in the federal System for Award Management (SAM.gov) and maintain its registration throughout the term of the Agreement. Registration in SAM is free.

Schedule

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 |
|----------------------|--|
| 11/6/2024 | Request for Applications issued |
| 11/20/2023 1:30 PM | Pre-Application Conference (see above for details) |
| 11/26/2024 | Final Day to ask questions |
| 12/2/2024 | Final Addendum issued (if necessary) |
| 12/19/2024 | Applications due no later than 2:00pm |
| 12/23/2024-1/20/2025 | Interview/scoring date range (tentative) |

SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

BACKGROUND

In response to their role in fueling the opioid crisis, Washington State and local governments filed lawsuits against several companies that were involved in opioid manufacturing, distribution, and marketing. The lawsuits, filed in 2022, are being settled or finalized in bankruptcy court. As a result of the settlements and bankruptcies known as of April 2024, King County anticipates spending an average of \$3.4 million per year between 2022 and 2038 on allowable uses¹ that address harms related opioids in the community:

- Treat Opioid Use Disorder
- Support People in Treatment and Recovery
- Connect People Who Need Help to the Help They Need
- Address The Needs of Criminal Justice-Involved Persons
- Address The Needs of Pregnant or Parenting Women and Their Families, Including Babies with Neonatal Abstinence Syndrome
- Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
- Prevent Misuse of Opioids
- Prevent Overdose Deaths and Other Harms (Harm Reduction)
- First Responders
- Leadership, Planning, and Coordination
- Training
- Research

A community consultation process by University of Washington’s community-based research team, READU (Research with Expert Advisors on Drug Use) resulted in several community-articulated goals² for spending of settlement funds, including:

1. Reduce overdose deaths
2. Improve referrals and bridge gaps in services for people with substance use disorders
3. Improve and expand treatment options
4. Address quality of life issues for people with opioid/substance use disorder
5. Address stigma in the community at large, and in health and legal systems
6. Support the community as a whole, especially those who have been impacted by substance use
7. Invest in underserved communities

In addition, a primary recommendation for the use of opioid settlement funds included a focus on “low-barrier, flexible, and easy-to-access services that are peer-led and community-based.”

In response to community feedback, approximately \$2,400,000 is available to fund pilot projects in King County, WA in community-based settings. Public Health – Seattle & King County is soliciting applications for opioid settlement funding through a Request for Applications (RFA).

OBJECTIVES

This opioid settlement funding opportunity will support **two-year pilot projects in King County, WA in the following three investment areas:**

1. Expand services for people who use opioids that otherwise would not receive services in traditional behavioral health or other outpatient service venues across the care continuum.
2. Address quality of life issues for people who use opioids.

¹ Exhibit E List of Opioid Remediation Uses. Available online from: [Walgreens-Multistate-Agreement-and-Exhibits.pdf \(agportal-s3bucket.s3.amazonaws.com\)](https://www.kingcounty.gov/portal-s3bucket.s3.amazonaws.com/Walgreens-Multistate-Agreement-and-Exhibits.pdf)

² University of Washington School of Nursing, guided by the Research with Expert Advisors on Drug Use (READU). Opioid Settlement Stakeholder Feedback. June 2023. Available from: kingcounty.gov/oac.

3. Expand community grief, respite, and support resources for people who have lost loved ones to overdose.

We will **prioritize projects by applicant organizations that propose projects in one or more of the investment areas and that are:**

- Led by, majority staffed by, and serving people who have been personally impacted by opioid overdose; and/or
- Community-based organizations serving communities disproportionately impacted by opioid use and overdose (Black and American Indian/Alaska Native communities, people experiencing homelessness, people living in temporary or supportive housing, LGBTQIA2+ communities, and/or people who engage in sex work).

SERVICES REQUESTED

This RFA supports two-year pilot projects that meet one or more of the three investment areas. Community-based organizations are strongly encouraged to apply.

Examples of services that could be competitive for funding include, *but are not limited to:*

- **Expand services for people who use opioids that otherwise would not receive services in traditional behavioral health or other outpatient service venues across the care continuum:** Co-located/evidence-based interventions for overdose prevention and response in housing; community outreach and engagement services at harm reduction organizations.
- **Address quality of life issues for people who use opioids:** Flexible employment/educational/direct assistance programs for people who use opioids who are accessing treatment or services; developing and expanding resources for pregnant/birthing/parenting people who use drugs (e.g. doula services, support groups)
- **Expand community grief, respite, and support resources for people who have lost loved ones to overdose:** Create grief support groups for people who have lost a loved one to overdose

The expected number of awardees is 4-8, depending on the number of applications and amount of funds requested. Applicants can propose scopes of work with budgets up to \$400,000 total (there is no maximum yearly budget).

INELIGIBLE EXPENSES

This RFA will not fund the following:

- Vending machines
- Harm reduction supplies (if you need harm reduction supplies as part of this project and are awarded funding through this RFA, PHSKC will work with you to access harm reduction supplies through our harm reduction supply clearinghouse. Please indicate that you are interested in accessing supplies in your application and do not include these supplies in your budget request)
- Research studies
- Capital or construction projects
- Fundraising
- Lobbying

REQUIREMENTS

Selected agencies will be required to:

1. Negotiate a specific statement of work with deliverables. PHSKC will contribute to and approve the final statement of work.

2. Engage in regular coordination calls and other centralized communication efforts led by PHSKC or partners to facilitate collaboration, access resources, and eliminate redundancies.
3. Document program indicators.
4. Work with PHSKC evaluators to identify and provide reporting metrics for project evaluation.
5. Receive feedback and work with PHSKC to pivot the approach based on evaluation findings.

These requirements ensure consistent communication, effective collaboration, and accountability in project implementation and outcomes.

ELIGIBILITY

We are accepting applications from community-based organizations that can provide the services requested. Organizations must meet the following criteria:

- **Nonprofit Status:** This RFA is open to nonprofits and community-based organizations (501c3 or a 501c3 fiscal sponsor). Applicants must show a successful history of working with the community(ies) described in their application to be eligible.
- **Location:** Applicants must provide services within King County.

APPLICATION ASSISTANCE

Application assistance (also known as technical assistance) is available to support organizations in applying to this RFA. The main purpose of this opportunity is to eliminate linguistic, cultural and other barriers that might prevent organizations from seeking government funding. Application assistance is free of charge.

Technical assistance (TA) consultants can:

- Assist in determining appropriate fit between your proposal and this funding opportunity.
- Provide guidance on how best to answer questions.
- Support your application development, including editing and budget review.

TA Consultants are not grant writers but can support you in explaining your proposal in the most clear and concise way.

We encourage you to reach out to a TA consultant as early as possible. We cannot guarantee TA consultant availability within 5 business days of the deadline (the RFP's closing date). Assistance in languages other than English is available; let a TA consultant know your language need and Best Starts will try to accommodate.

We encourage you to only contact one TA consultant at a time and allow them 24 hours to respond before contacting any other TA consultants.

List of Technical Assistance (TA) Consultants

To start getting TA, you can contact the TA consultant of your choice directly, using the contact information at the end of each description below. Please initiate TA at least 5 business days prior to the RFP deadline.

Dicentra

Dicentra Consulting's team -- Swee May Cripe, Ashenafi Cherkos, and Karen Cowgill -- is delighted to have this opportunity to support CBOs to apply for BSK funds. Our team speaks Amharic, Tigrigna, Spanish, French, Malay, and Cantonese. We have skills and many years of experience in writing proposals that get funded, designing projects, analyzing data, and conducting evaluations. We focus on building transformational relationships that are based on trust and respect. We understand that every person has value and we want to help you promote voices from your community. We will first listen to understand the vision and mission of your CBO and what you hope to do with BSK funds. Then we will agree together on how we can best support you to tell your story. We are excited to help you craft strong proposals that will be funded and lead to successful programs! **Contact:** askdicentra@gmail.com



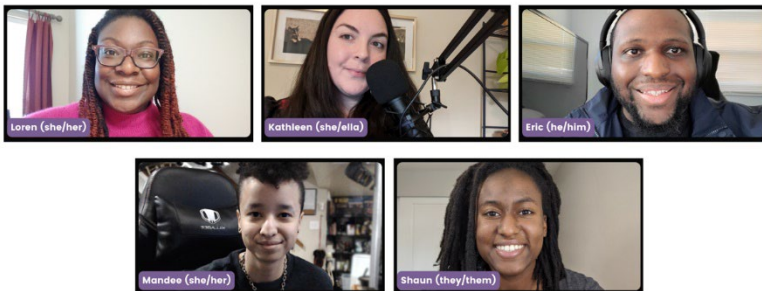
Crux Consulting Consortium

Crux provides wide-ranging technical assistance and capacity building services to passionate, equity driven organizations. Catherine Verrenti, the primary lead for grant assistance with Crux, brings over 20 years in direct service leadership, including extensive successful grant writing, to this work, leveraging programmatic experience in areas including youth development, education, workforce development, health, homelessness, seniors, immigrant/refugee issues, food security and more. She listens deeply to what organizations seek to accomplish through each grant opportunity to customize a partnership that ensures each proposal submitted is compelling, responsive, and achievable. She sees her role as ensuring that community providers tell their stories through the proposal process to best meet their missions. **Contact:** catherine@verrenticonsulting.com



Inclusive Data

Inclusive Data is a consulting team of grant winners and tech wizards who teach and support clients to create community-led solutions. We've honed our grant skills into an \$18+ million playbook for Black & Brown non-profits and small businesses in our community all while centering liberation frameworks. For Best Starts for Kids, we provide both Technical Assistance and IT Capacity-Building in English, Spanish, and Tagalog. A strong grant proposal demonstrates an organization's ability to build effective partnerships. If you want help creating your own irresistible grant proposals or robust coalitions, we're your team. We will work with you on grant proposal strategies, planning, checklists, and editing. Contact us today to start your winning proposal. **Contact:** bsk@inclusivedatasolutions.com or (253) 693-0235



Attachment B: Application and Narrative

Please use the template provided.

| | |
|--------------------------------|--|
| Organization Name | |
| Total funding amount requested | |
| Short Summary of Project | |

Is this a new program/project or program expansion?

- New
- Program expansion

Does this project include harm reduction supplies?

- Yes. **NOTE:** Please do not include harm reduction supplies in your budget. If your organization is selected for this RFA, PHSKC will work with you to access harm reduction supplies through our harm reduction supply clearinghouse (to the extent supplies are available). You can include in your application narrative and/or budget narrative how supplies will be used.
- No.

Investment areas your proposal relates to (*select all that apply*):

- Expand services for people who use opioids that otherwise would not receive services in traditional behavioral health or other outpatient service venues across the care continuum.
- Address quality of life issues for people who use opioids.
- Expand community grief, respite, and support resources for people who have lost loved ones to overdose.

Narrative Questions

Please address all the following questions in an Application Narrative using the template provided. The complete narrative must be no longer than 4 pages, single-spaced, 11-point font with 1-inch margins. There is no minimum length.

1. Community engagement

- a) Which communities or populations does your proposal focus on?
- b) What is your experience with the communities/populations you are proposing to impact?
- c) How will you engage these communities/populations in this project?

2. Agency description:

- a) Hours of operation and location.
- b) Services provided within applicant agency, history providing these services, and philosophy in approaching drug use.
- c) Please describe your staff, including their duties, responsibilities, and qualifications. How does your organization prioritize lived experiences/expertise in staffing and service provision?

3. Proposed Services

- a) What do you want to do with this funding and how does the project you are proposing add to or change your existing work?
- b) What information, community feedback, or research suggests that your proposed project would meet a need for your program participants or clientele in relation to at least one of the three investment areas?
- c) What is the timeline for implementing the proposed services?

4. Program Evaluation

- a) What would you like to learn about this project and/or how would you know if it was successful?
- b) What infrastructure or plans do you have in place to support collecting this information?

5. Sustainability

- a) What is the long-term goal or plan for these services?

Attachment B: Opioid Settlement 2024 RFA Application Narrative

Application Narrative

Community engagement

Click or tap here to enter text.

Agency description

Click or tap here to enter text.

Proposed Services

Click or tap here to enter text.

Program Evaluation

Click or tap here to enter text.

Sustainability

Click or tap here to enter text.

Attachment C: Budget Template

The maximum allowable budget is up to \$400,000 over 2 years. There is no maximum yearly budget; applicants may distribute budgets however they choose over the 2-year project period.

In addition to the narrative responses above, please include a completed budget using the budget template provided (or, if using your own template, ensuring all fields in the attached budget template are included). Please include a brief budget narrative for each budget item explaining how the funds will be utilized.

INSTRUCTIONS

- 1 Please fill in all cells highlighted yellow. (** The Budget Attachment works best on legal paper**)
- 2 Subtotal/Total cells will autocalculate.
- 3 Note: It is not necessary to include budget items for all categories. E.g. your program may only have personnel costs.

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 __One__ additional one-year periods for a total agreement duration of __Two__ 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
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 business 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 in the case of audits to be conducted by the County. 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) business 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 times 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 | <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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) business 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. Insurance Requirements

The Recipient 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-awardees, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Recipient shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreement

- A. The Recipient shall not assign or Agreement 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 Federal Terms and Conditions contained herein (or the procurement contract provisions in 2 CFR 200 Appendix II as applicable), and any other grant requirement, 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 applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of the employee’s or applicant’s sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Recipient shall read and certify compliance.

- B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, for agreements for services with an initial or amended value of \$100,000 or more, the Recipient shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Agreement. The requirements of the ordinance, including payment schedules, are detailed at <https://kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Recipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Agreement; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a “Measurable Amount of Work” is defined as a definitive allocation of an employee’s time that can be attributed to work performed under this Agreement, but that is not less than a total of one hour in any one-week period.

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 Agreement, 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