

Request for Applications # 2024ODIR533RFA

ADVERTISED DATE: January 23, 2024

Title: Language Access Program: Community Language Services

Due Date and Time: No later than Feb 15 2024 at 5:00 PM

Contract Specialist: Kishan Scipio

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

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

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

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

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

Signature Date Printed Name & Title

Applicant Information

Organization Name: _____

Address: _____

Primary Contact Information

Name, Title, and Email Address: _____

Secondary Contact Information

Name, Title, and Email Address: _____

THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.

RFA Summary

Summary Description

The purpose of this Request for Applications (RFA) is to develop a pool of contracted community language access service Contractors. These experienced Contractors will use lived experience and connection to their local communities to provide language access services as detailed in this RFA.

Pre-Application Conference

Public Health – Seattle & King County (PHSKC) will conduct 2 pre-Application conferences for this RFA. This conference will be an opportunity for interested organizations to hear more about the program and to ask questions about the program and/or the application process.

Thursday, January 25th - 11:00 am -12:00 pm PST

<https://us06web.zoom.us/j/81877961719?pwd=1u5wtxOc63E4p78xkhSOEdnLLZbTr6.1>

Thursday, February 1st – 4:00 - 5:00 PM PST

<https://us06web.zoom.us/j/85644479643?pwd=kxU8Ybu4pgHqudfMM7WAeSzj9CXEsW.1>

What to Submit

If you are currently a contracted Community Language Service Provider, you DO NOT need to reapply.

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

Step 1: Download and read the full RFA document (PDF)

Step 2: For any questions about the RFA, please see our Questions and Answers (PDF) document or recorded webinar linked below. For additional questions, please email questions no later than February 8th to cpres-ODIR@kingcounty.gov with the subject line: Request for Applications # 2024ODIR533RFA

Step 3: Please email your completed application as one email with all required attachments (see below) to cpres-ODIR@kingcounty.gov with the subject line: Request for Applications # 2024ODIR533RFA

For NEW Contractors, do not send a resume or CVE. Please submit the following:

1. Completed and signed Exhibit G: RFA Cover Page (MS Word).
2. Completed Exhibit A: Application Individuals (MS Word) or Completed Exhibit A-1: Application Corporations (MS Word)
3. Completed Exhibit B: Microsoft Word Skills Assessment (MS Word) [Translators and Reviewers only]
4. Completed Exhibit C Part 1: Translation Assessment Matrix (MS Word) [Translators and Reviewers only]
5. Completed Exhibit C Part 2: Translation Assessment PowerPoint (MS Powerpoint) [Translators and Reviewers only]
6. Interpretation Certifications (Interpreters only)
7. Agency ONLY: Current Rate Sheet and written Hiring Practices

How will Applicants be evaluated?

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

The process for choosing projects will include evaluation of the narrative and accompanying documents. Below are the criteria that will be used by the review committee during the evaluation and review process.

- I. **Exhibit A & A-1:** Application: Meet the minimum qualifications by answering a series of yes or no questions in the Application.

- II. **Exhibit B:** Microsoft Word Skills Assessment: This assessment will test an applicant’s Microsoft Word skills and determine qualification for the Language Access Program. Applicants must score 20 points or higher on the Microsoft Word Assessment to qualify for the program.
- III. **Exhibit C:** Part 1 and Part 2: Translation Skills Tests: These assessments are peer reviewed for:
 - Accuracy: the translation conveys the English information
 - Appropriateness: the sentences and word choice sound fluent and culturally appropriate; and a resident of King County can easily understand
 - Grammar: structure of sentences
 - Cohesion: thoughts are complete

Each of these areas are scored on a scale that includes Beginner, Intermediate, Advanced and Superior. Applicant must receive a score of Intermediate or higher to qualify. See Exhibit D for scoring criteria.

- IV. **ALTA Language Skills Assessment for Interpreters.** This assessment will be given by an outside agency over the phone. If your application qualifies you, you will be contacted to set up an appointment. The agency will score an applicant based on:
 - Comprehension: understanding of complex sentence structures
 - Vocabulary: knowledge of a mix of common and more complex words
 - Grammar: structure of sentences
 - Communication: clear and easy to understand

Each of these areas are scored on a scale that includes Beginner, Intermediate, Advanced and Superior. Applicant must receive an ALTA score of Advanced or higher to qualify. See Exhibit E for scoring criteria.

- V. **Agencies:** Applications and attached hiring practices will be reviewed to ensure language service providers have undergone a through vetting process of testing and certification.

How Projects Are Assigned

Projects are assigned based on the needs of the programs requesting services. Our priority is to assign projects to individual Contractors first, then work with agencies if we do not have a Contractor in that language. Work will primarily be from Public Health – and will also include Department of Community and Human Services. Other King County departments may also request our services. Contractors will be assigned projects based on their availability which can be provided during the contracting phase. Services of Contractors may be requested by King County on an As-Needed Basis, and therefore no compensation to the Contractor is guaranteed for the period noted above.

How Contracts Will Be Awarded

Public Health may issue awards under this RFA starting **April 1, 2024**.

Application Scoring Criteria

CRITERIA	SCORE
Microsoft Word Skills Assessment	20 Pts or higher
Translation Assessments	See Below
TOTAL	20 points

Applicants must score 20 points or higher on the Microsoft Word Assessment to qualify for the program. Applicants must score higher than Intermediate on the Translation Assessments to be considered for funding as a reviewer. A score of Advanced or Superior is required to be an interpreter.

If you do not pass the assessments, you do not qualify for the RFA. Public Health may further evaluate the overall quality of applications and assessments if the number of qualified applications exceeds the number of awards we expect to make.

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:

- Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$1,000,000 aggregate
- Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000
- Professional Liability coverage of at least \$1,000,000
- Automobile Liability statutory coverage
- a. If you are applying as an LLC or Corporation a certificate of insurance must be provided during the contracting phase.
- b. An individual with insurance will provide a certificate of insurance during the contracting phase. Individuals without insurance will not be required to obtain a Commercial General or Professional Liability insurance policy.

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
January 22, 2024	Reopened Request for Applications issued
January 25, 2024	1 st Information Session
February 1, 2024	2 nd Information Session
February 8, 2024 5:00 pm	Final Day to ask questions
February 9, 2024	Final Addendum issued (if necessary)
February 15th, 2024	Applications due no later than 5:00 pm
February 16 th – March 13th, 2024	Applications Reviewed
March 15th, 2024	Notice of Selection (tentative)
April 1, 2024	Agreement start date

SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

Background

In response to the COVID pandemic in 2020, Seattle & King County Public Health developed a Language Access Program (Program). The objective of the Program is to provide meaningful language access assistance response resulting in accurate, timely, and effective communications for King County's multilingual and linguistically diverse communities. These services include translation, community review, interpretation, voice over, and video development. These services are also provided in partnership with Chelan-Douglas Health District, Grant County Health District, Kittitas, Okanogan, and Snohomish counties, and Tacoma-Pierce County Health Department.

Community Language Service Providers (Contractor) are contracted individuals and agencies that use personal lived experience and community based, fluent language skills provide these high-quality services. The Program has created an opportunity for other King County departments, and partners to move forward with their language access needs and engage with these services.

Purpose

The purpose of this Request for Applications (RFA) is to:

- Develop a pool of contracted community language access service providers. These Contractors will use lived experience and connection to their local communities to provide language access services as detailed in the RFA.
- For this RFA, ALL fluent, language speakers are encouraged to apply with emphasis on the following languages: Khmer, Indigenous languages of the Americas, Pacific Islander, and African languages.
- All services of Contractors are requested by King County on an As-Needed Basis, and therefore no hours or projects are guaranteed.

Criteria for Consideration

- I. **Translator:** Translates written materials from English to requested language or requested language to English.
 - a. Live in Washington state
 - b. Live in the United States, although outside of Washington State; for more rare languages such as, but not limited to Indigenous languages of the Americas, Samoan, Tongan, Marshallese, Fijian, Chuukese, Khmer, Lingala, Tagalog or Swahili.
 - c. Community based, fluent speaker of a language
 - d. Two or more years of experience as a translator; OR academically trained or certified in translation
 - e. Have good organizational skills and pay close attention to detail
 - f. Access to a computer, internet, and Microsoft Office applications
 - g. Working knowledge of Microsoft Office applications
- II. **Community Reviewer:** Reviews translated documents to ensure accuracy and cultural responsiveness.
 - a. Live in Washington state
 - b. Live in the United States, although outside of Washington State; for more rare languages such as, but not limited to Indigenous languages of the Americas, Samoan, Tongan, Marshallese, Fijian, Chuukese, Khmer, Lingala, Tagalog or Swahili.
 - c. Community based, fluent speaker of a language
 - d. Have good organizational skills and pay close attention to detail
 - e. Access to a computer, internet, and Microsoft Office applications
 - f. Working knowledge of Microsoft Office applications

- III. **Interpreter:** Listens to the language being spoken and orally says it in requested language or ASL (American Sign Language).
 - a. Live in Washington state
 - b. Community based, fluent speaker of a language
 - c. Academically trained, certified; OR have at least two (2) years of interpreter experience
 - d. Have DSHS or other accredited agency Interpreter Certification
 - e. For some specific in-person events interpreters may be advised to obtain certain vaccinations
 - f. Access to a computer, internet and online webinar applications
 - g. Working knowledge of on-line meeting platforms (i.e.; Zoom, Teams, etc.)

- IV. **Required Assessments for Translators and Community Reviewers Only:**
 - a. Exhibit B: *Microsoft Word Document Assessment*: This assessment will provide the Language Access Program with an understanding of skill level in Word.
 - b. Exhibit C: *Translation Skills Assessments (two part)*: These documents will assess translation skill level.
 - c. Passing both assessments are necessary to qualify for the RFA.
 - i. Contractors who have been under work order, already completed the assessments, and have performed services in the last six (6) months **do not need to take the assessments.**
 - ii. If you translate into more than one language, please complete a Translation Skills Assessment for each language.

- V. **Required Assessment for Interpreters Only:**
 - a. For interpreter applicants without certification or accreditation, qualified candidates will be required to take an over the phone assessment with ALTA Language Services. This will be scheduled as part of the awarding process.
 - i. Contractors who have been under work order, already provided certifications, and have performed services in the last six (6) months **do not need to take the assessment.**

- VI. **Agencies Only:**
 - a. Please fill out and attach Exhibit A-1: Application Corporation
 - i. For corporate agencies with an existing King County contract, you do not need to complete the assessments.
 - ii. For corporate agencies without an existing contract with King County, please attach your hiring and testing process to the application.

Roles and Responsibilities

- I. **Universal Roles and Responsibilities:** These are for all Contractors on the Community Language Services Team.
 - a. Contractors will mostly work in pairs to collaboratively create translated materials or provide interpretation for the residents of King County and partner Counties.
 - i. Contractors will be asked to be a Translator or a Reviewer on projects, and the role could change based on project need.
 - ii. Interpretation assignments could be in person or remote. We offer simultaneous, consecutive and sight interpretation.
 - iii. All simultaneous interpreter assignments will have two (2) assigned interpreters.
 - b. Provide schedule availability, days of the week and time of day.
 - c. Use personal lived experience and community based, fluent language skills.
 - d. Collaborate with King County Language Access Coordinators for project instructions, additional communications, and deadline considerations.

- e. Respond within four (4) hours to confirm or reject the project.
- f. Complete projects by project delivery deadlines.

II. Translator Role and Responsibilities:

- a. Translate documents to be understood by a wide audience of King County Residents, and partner counties.
- b. Follow the King County Translation Style Guide and industry best practices.
- c. Collaborate with the project's Community Reviewer to ensure projects are translated accurately, including correct grammar, flow, cohesion, and sentence structure.

III. Community Reviewer Role and Responsibilities:

- a. Review translated documents to ensure accuracy, including correct grammar, flow, cohesion, sentence structure and cultural responsiveness.
- b. Follow the King County Translation Style Guide and industry best practices.
- c. Collaborate with the project's Translator to confirm language suggestions and changes to reach a final translation before submitted back to LA Coordinator.

IV. Interpreter Role and Responsibilities:

- a. Interpret information for a wide audience of King County Residents, and partner counties.
- b. Provide in-person or virtual/remote interpretation during meetings, community events, for video or audio recordings, phone recordings or other special projects.
- c. Partner with ethnic media to conduct in-language interviews on radio, newspaper, television, etc.
- d. Prepare for the assignment by reading and studying any supporting documents (PowerPoint Presentations, handouts, videos, etc.) prior to the event.
- e. Communicate with the Requestor/ Event Contact if you have any questions about the topic.
- f. Hold a Pre-Event Session with the Requestor.
- g. Confirm your attendance 24 hours prior to the event.
- h. Arrive at the venue/log in online 15 minutes prior to the schedule starting time.

Compensation and Billing

I. Payment and Billing

- a. Individual Community Language Services Contractors will report hours, rounded to the nearest 15-minute increment, and be compensated at \$70 / per hour upon project completion.
- b. Community Language Service Contractors services may be requested by King County on an As-Needed Basis, and therefore no compensation to the Contractor is guaranteed for the period noted above.
- c. King County will process submitted project hours once verified by the assigning party, and invoice once monthly.
- d. A corporation or LLC can charge the program their stated rates and send invoices to CTRTeamInvoices@kingcounty.gov.

II. Expenses

- a. If any additional allowable expenses are incurred, Community Language Service Contractor will receive written approval from authorized King County staff assigning personnel prior to incurring any expenses. If applicable, detailed receipts should be provided to justify the expense. Mileage reimbursement may not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel.

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 up to one additional one-year period for a total agreement duration of up to 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 \$750,000 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

Exhibit A

PROJECT APPLICATION INDIVIDUAL
Language Access Program: Community Language Service Providers
Coverage Period: April 1, 2024 – December 31, 2025

Legal Name:						
Preferred Name:						
Pronouns:						
Address:						
Phone:						
Email:						
Language(s):						
Applying For: (check all that apply)	Translator	<input type="checkbox"/>	Community Reviewer	<input type="checkbox"/>	Interpreter	<input type="checkbox"/>
Are you currently under Work Order for Public Health Language Access?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
Do you have Commercial General Insurance?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
Do you have Professional Liability Insurance?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		

Please answer the following series of questions. The answers to the questions will determine your eligibility to qualify for the program. Qualification in the program does not guarantee work or compensation. Please check all that apply.

If you answered “Yes” that you are currently under Work Order for Public Health Language Access, you DO NOT need to complete Attachments B and C.

All Applicants

		Yes	No
1	Do you live in Washington State?		
2	Are you a fluent speaker of a language(s)?		
3	Do you have two or more years’ experience as a translator, community reviewer, or interpreter?		
4	Do you have access to a computer, internet, and Microsoft Office applications?		

Translation and Community Review Applicants

		Yes	No
1	Have you reviewed translated documents to check for cultural responsiveness and accuracy?		
2	Did you fill out and attach the Microsoft Word Skills Assessment?		
3	Did you fill out and attach the Translation Skills Assessment?		

The following are NOT required to qualify

*	Are you academically trained or certified in translation?		
*	Did you attach your certification or accreditation?		

Exhibit A

Interpretation Applicants

		Yes	No
1	Are you certified or credentialed as an interpreter?		
3	Did you attach a copy of the DSHS or other accredited agency Interpreter Certification?		

Please answer the following questions to tell us more about your experience and your skills.

1. What translation tools and software are you familiar with and how do you use them to enhance your translation process?
2. How do you approach translating technical or specialized content in a specific industry? Could you provide an example of a challenging translation project you've worked on and how you handled it?
3. How do you ensure accuracy and maintain the integrity of the original content while translating?
4. How do you handle cultural nuances and ensure that your translations are culturally appropriate for the King County members of your community?
5. Can you describe your process for proofreading and editing translated documents?

Exhibit A-1

PROJECT APPLICATION Corporations
Language Access Program: Community Language Service Providers
Coverage Period: April 1, 2024 – December 31, 2025

Company Name:						
1 st Contact Name:						
2 nd Contact Name:						
Corporate Address:						
Phone Number(s):						
Email(s):						
Language(s): submit as an attachment if you need more space						
Services Provided: (check all that apply)	Translator	<input type="checkbox"/>	Community Reviewer	<input type="checkbox"/>	Interpreter	<input type="checkbox"/>
Are you currently under King County or Washington State Contract to provide Language Access services?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
Do you require your contractors to carry General Commercial Liability Insurance?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
Do you require your contractors to carry Professional Liability Insurance?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		

Please answer the following series of questions. The answers to the questions will determine your eligibility to qualify for the program. Qualification in the program does not guarantee work or compensation. Please check all that apply.

		Yes	No
1	Do the majority (more than 50%) of your providers live in Washington State?		
2	Do you have clear testing criteria for providers?		
3	Do you require two or more years' experience as a translator, community reviewer, or interpreter?		
4	Do your contractors have access to a computer, internet, and Microsoft Office applications?		
5	Do you require certification in translation?		
6	Do you require certification in interpretation?		
7	What percentage of the fees your company charges goes to the individual translator/reviewer/interpreter?		

Exhibit B- Microsoft Word Skills Assessment

Name:

Date:

For Assessor Only: Total Points: / 28 points

The purpose of this assessment is to test your Microsoft Word skills. This will help us to determine your qualification for the Language Access Program. There is a possible total score of 28 points. Each section has a score corresponding to the steps in each task. A score of 20 or higher will be necessary to be included in the program.

The total points for this assessment will be categorized as:

0-19 Points: Does Not Qualify for Program

20 Points or more: Qualifies for Program

Please follow the instructions carefully in each section and complete each task and step.

Section One: Commenting

Score: /5 Points

Scoring Criteria: 1 point for each step that is completed correctly.

Task A

Step One: Create a comment box for the entire first sentence.

Step Two: Copy the phrase below into the comment box.

- [This looks good]

Task B:

Step One: Make the edits that are written in the comment in sentence three.

Step Two: remove the comment box from the paragraph.

Task C:

Step One: Respond to the comment in sentence five and copy the phrase below as the response.

- [Yes, it includes important information]

Isolation and quarantine centers are available to provide a safe, clean, and comfortable place to stay for people who can't safely self-quarantine or isolate in their own home, or don't have a home. These places are free and confidential for everyone, and your stay is not reported to any authority outside Public Health.

To access services, call the King County COVID-19 Call Center at [206-477-3977](tel:206-477-3977) from 10 a.m. to 10:00 p.m. daily to see if isolation and quarantine services are right for you. Say your language to be connected to an interpreter.

[Learn more about King County Isolation and Quarantine support services here.](#)

Commented [BA1]: This should say: 8a.m to 10 p.m. daily

Commented [BA2]: Do we need to have this hyperlink?

Section Two: Updates

Score: /6 points

Scoring Criteria: Each update is worth 2 points—1 point for completing the update correctly and 1 point if the format is correct in the final text. **Please note that you do not need to translate this section.** The final text should be in English.

Step One: Read through the instructions below for updates to Cell 1, 2, and 3 and place the new update in the final text column of the table. Make sure that the final text doesn't include any highlights.

- **Yellow highlights** indicate removal of words in an existing translated document, ~~striking through~~ language should be removed.
- **Blue highlights** indicate new words to be added to an existing translated document.
- Make sure that the final text is the same font, size, and format as the Initial Text column.

	Initial Text	Updates	Final Text
Cell 1	If you are NOT fully vaccinated or boosted:	Remove the highlighted phrase. Replace it with up-to-date on vaccination and booster:	
Cell 2	<p>If you are up-to-date with vaccination and booster:</p> <ul style="list-style-type: none"> • You do not need to quarantine. • Wear a high-quality, well-fitting mask (i.e. N95, K95, KF94, surgical mask, cloth mask with double layer or filter) around others for 10 days after the exposure. • Test on day 5, if possible. • Pay attention for symptoms. If you develop symptoms, immediately quarantine unless you get a negative COVID-19 test result. 	Remove the highlighted text.	
Cell 3	familiarize yourself with where masks are still required. Please respect people's choice to still wear a mask.	Remove the yellow highlighted text and add in this phrase after the first sentence: Thank you for respecting people's choice to still wear a mask.	

Section Three: Formatting

Score: / 6 points

Scoring Criteria: 1 point for each step that is completed correctly. Please note that there are three tasks for this section.

Task A:

Step One: Format the bullet points so that they are lined up evenly.

Step Two: Make sure that each of the bullet points match.

Masks are required in:

- Healthcare and medical facilities, including hospitals, outpatient, dental facilities, and pharmacies
- 1. Long-term care settings
- Public transit, taxis, rideshare vehicles (federal requirement)
 - Correctional facilities

Task B:

Step One: Reformat this box so all of the words are visible and they fit in the box above the picture.

Locations where masks are required by federal and state law

These posters are for use in places where federal and state law require masks (he



althcare, long-term care, public transit, taxis/rideshares, correctional facilities).

Task C

Step One: Copy and paste the below text into the box.

Step Two: Reformat the text to make it fit in the box. Do not change the size of the box.

Step Three: Change the font in the second sentence to Calibri (Body) to match the font in the rest of the text.

Face Masks

Masks remain an important tool in helping to limit the spread of COVID-19.

People who are immunocompromised, unvaccinated, or feel sick should wear masks to protect themselves and others when in indoor public spaces. Children ages 2-4 are encouraged to wear a mask with adult supervision. Babies and toddlers under age 2 should never wear masks.

Section Four: Hyperlinks

Score: /4 points

Scoring Criteria: 1 point for each step that is completed correctly.

Step One: Create a hyperlink for the phrase “CDC’s guidance for improved mask use.”

Step Two: Insert the English web link in the comment box into the hyperlink.

Step Three: Check all of the web links to make sure that they are working correctly. Answer the question below the box.

Step Four: Remove the comment box once you have inserted the hyperlink into the paragraph.

- Make sure masks fit snugly against your face. Gaps can let air with respiratory droplets leak in and around the edges of the mask.
- Use a cloth mask with multiple layers of fabric or wear a disposable mask underneath a cloth mask.
- Choose masks with a nose wire or mask fitter
- For visuals of these tips, visit the [CDC’s guidance for improved mask use.](#)

Are there any links that are not working? If so, please indicate which link is not working.

Section Five: Track Changes

Score: /7 points

Scoring Criteria: 1 point for each step that is completed correctly.

Commented [BA3]: Chinese Simplified:
<https://chinese.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>

English:
https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fyour-health%2Feffective-masks.html

Spanish:
<https://espanol.cdc.gov/coronavirus/ncov/prevent-getting-sick/about-face-coverings.html>

Vietnamese:
<https://vietnamese.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>

Task A: Place the words and edits below into track changes formatting in the paragraph.

Step One: In the title, change Medical Advice so that it is not capitalized.

Step Two: In sentence two, add the word “call” after the comma and before “the King County COVID-19 call center”.

Step Three: In sentence three add a period between “symptoms” and “if”. Capitalize the word “if”.

Step Four: In sentence four change the spelling of “emergancy” to emergency.

Task B: In the section with the bullet points, resolve and remove the track changes from the paragraph.

Step One: Accept the edit made to the first bullet point.

Step Two: Remove the comment and accept the suggested word change in the second bullet point.

Step Three: Do not accept the change made in the third bullet point. Remove the edit, and keep it as the original sentence.

Seek Medical Advice, if needed

Connect by phone with your healthcare provider or a nurse consulting line, especially if the sick person is age 60 or older or is at risk for severe illness because of a medical condition (examples: diabetes, heart disease, lung disease, or a weakened immune system). If you do not have a healthcare provider, the King County COVID-19 call center between 8 a.m.-7 p.m. at [206-477-3977](tel:206-477-3977).

Pay attention to the symptoms if the symptoms get worse, call a healthcare provider for guidance.

Watch for emergancy signs. Call 9-1-1 if the sick person has:

- Trouble breathing
- ~~Persistent~~ pain or pressure in the chest
- Unusual feelings of confusion or ~~the person is~~ not able to respond
- Lips or face have a blue or purple tint

Deleted: Trouble with breathing

Deleted: Frequent

Need help finding a doctor or getting health insurance?

Call the [Community Health Access Program \(CHAP\)](#): 1-800-756-5437 or the [Help Me Grow Washington Hotline](#): 1-800-322-2588.

Exhibit C - Translation Assessment Part 1 (Part 2 is a separate document)

Name:

Date:

The purpose of these assessments is to test your translation skills. This will help us to determine your qualification for the Language Access Program. Please do not use machine or artificial intelligence (AI) tools. Please READ ALL INSTRUCTIONS CAREFULLY.

This assessment is divided into three sections:

- Section 1: Translation Assessment Matrix
- Section 2: Blog excerpt
- Section 3: PowerPoint slide (as a separate document)

After completing the assessments, please save and rename the files. Please use the following conventions:

- Part 1: LastName_FirstName_TranslationAssessment_Language
- Part 2: LastName_FirstName_PPTAssessment_Language

Scoring for these Assessments:

- I. **Exhibit C: Translation Assessment Part 1 and 2:** These assessments are peer reviewed for:
 - Accuracy: the translation conveys the English information
 - Appropriateness: the sentences and word choice sound fluent and culturally appropriate; and a resident of King County can easily understand
 - Grammar: structure of sentences
 - Cohesion: thoughts are complete

Each of these areas are scored on a scale that includes Beginner, Intermediate, Advanced and Superior. Applicant must receive a score of Intermediate or higher to qualify. See Exhibit D for scoring criteria.

Section 1: Translation Assessment Matrix

Instructions for Translation of this section:

This Matrix provides sample texts from a variety of different subjects and topics requested for translation. Please follow the instructions carefully.

- Please enter the corresponding translated text in the “Translation” row.
- Please maintain the same formatting as the English text.
- **Words in [brackets] are to be kept in English. DO NOT TRANSLATE.**
- **Green highlights** indicate technical terms that may need further consideration regarding the translation choice to be more culturally appropriate.
- Follow notes from the Requestor
- Please add the translated language to the “Language” box
- Please add your name to the “Translator” box

Language:		Project title: Translation Assessment		Translator:
Cell	English	Notes from requestor	Translation	
1.	World TB Day is coming up, March 24. This annual awareness day is an opportunity to learn more about what we can do to help protect our health and the health of our community from this devastating disease.			
2.	TB is caused by bacteria that can attack the lungs and other parts of the body. Not everyone infected with TB germs gets sick. As a result, two conditions of TB exist: latent TB infection (inactive TB) and TB disease (active TB).	Latent means that the TB germs are in your body, but they are not hurting you, and cannot be given to other people		
3.	LEARN MORE: KINGCOUNTY.GOV/TB	Please capitalize text if possible		
4.	MANY PEOPLE HAVE INACTIVE TB AND MAY NOT KNOW IT	Please follow color format for translations. This will help with formatting our materials. Please capitalize text if possible		

5.	TB is common throughout the world including Africa, Asia, Mexico, Central and South America, the Caribbean, Eastern Europe, and the South Pacific		
6.	<i>Have you heard? You can double your [SNAP/EBT] benefit at the farmers market. Find out how it works here: _____ and come on out! Why? Because It's Your Market!</i>	"It's Your Market" is the slogan we are using for this social media campaign, so it is best not to modify it too much.	
7.	No AC? Can't open your windows? Here's how to stay cool.		
8.	When it's hot outside, it can be miserable inside if you don't have air conditioning (AC) or can't open your windows. These tips can help when it feels like an oven in your home.		
9.	Rent Request – limited to <u>12</u> months		
10.	What is the tenant's monthly rent/lease amount? <i>Utility costs included in the lease and paid by the landlord can be included in the rent payment.</i>		
11.	"With a commitment to equity: Board of Health updates King County's bike helmet policy"	Please keep this text bolded (or highlighted if bolding does not exist in your language)	
12.	Bike helmets save lives and help prevent serious injuries. A review of several published studies estimates that bike helmets provide a 63-88% reduction in the risk of head and brain injuries for people who ride bikes.		
13.	As part of the movement to encourage the use of bike helmets, the King County Board of Health passed a law in 1993 requiring anyone riding a bike to wear a helmet.		

Section 2: Blog Post Excerpt

Instructions for Translation of this section:

This is a blog post that would be published on the Public Health website.

- Please translate the contents of this blog excerpt.
- Please make sure that all hyperlinks are working after translation

Begin translation here:

The value of medications for opioid use disorder

March 8, 2022

Opioid use disorder can affect anyone in any community. King County has seen an [alarming rise in overdose deaths](#) and is working to expand access to a proven, life-saving intervention. Medications for Opioid Use Disorder (MOUD) [lower the risk of death by about 50%](#).

Medications such as buprenorphine are vital, life-changing tools. They can help people stabilize cravings and withdrawal symptoms and create a window for them to seek the kinds of help that they feel they need most. Expanding quick access to buprenorphine and similar medications without barriers, along with community education and access to harm-reduction services, have been a primary focus of Public Health – Seattle & King County (PHSKC).

With high-potency opioids such as fentanyl causing overdose deaths in King County at levels never seen before – from just 3 in 2015, to 171 in 2020, to a record-high 382 last year in 2021 – these services are more important than ever.

Section 3: PowerPoint Slide Deck Translation

Instructions for Translation of this section:

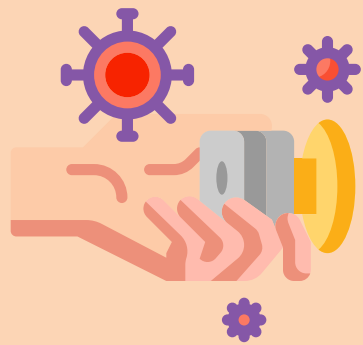
Please open attachment Exhibit C- Part 2 .

- Please translate the contents of slide deck
- Keep the same formatting as the original English document

How does measles spread?



- Coughing and sneezing



- Measles can live in the air and on surfaces for up to 2 hours

This means you can catch measles from entering a room where an infected person has been, even if they left over an hour ago.

Why do we worry about Measles?



Measles can be very serious, especially for young children, pregnant people, and people with weakened immune systems.



It can cause pneumonia, encephalitis (brain swelling), hearing loss, brain damage, and even death.

Exhibit D
Peer Review Translation

Dear Trusted Reviewer,

The King County Public Health Language Access Team is asking you, as a trusted and experienced translator, to help us assess skill level and determine if an applicant is qualified to be a Community Language Service Provider. This person has applied to be a [Insert Language] translator.

Please review the attached translation matrix and slide deck, then provide feedback based on the assessment areas. We are not assessing for style which can vary from person to person.

Assessment Areas
Accuracy; the translation conveys the English information
Appropriateness; the sentences and word choice should sound fluent and native; and a resident of King County can easily understand
Grammar; Correct in terms of structure
Cohesion; Thoughts are complete

In your estimation, was a machine or Artificial Intelligence (AI) translation engine (such as Google Translate) used to complete the assessment?

After assessing the translation, how would you rank the candidate? Beginner, Intermediate, Advanced, Superior? _____

Beginner: The candidate has almost no ability to translate. They may be able to translate a few isolated words and phrases, but the source and target texts have almost nothing in common

Intermediate: The candidate can translate basic texts and provide a satisfactory literal translation. Vocabulary, grammar, structure, and punctuation are good in areas of frequent usage. Many mistakes are present in areas of advanced structure and / or vocabulary, and these mistakes affect the reader's understanding of the translation material.

Advanced: The candidate is able to translate in a way that conveys the intended meaning of the source text. The translation contains errors that prevent it from sounding as though it was written in the target language. Some mistakes are made with vocabulary, grammar, spelling, and / or punctuation; these mistakes may distract the reader but do not affect one's comprehension of the translated material.

Superior: The candidate is able to produce a clear and virtually error-free translation that reads as though it were written in the target language. The translation is fluid and preserves the nuances of the source text.

Based on Accuracy, Appropriateness, Grammar and Cohesion, would you recommend them for the Translator Role Reviewer role or both

Exhibit D
Peer Review Translation

Additional Comments or Concerns: _____

You will be compensated \$70/hour for your time. Please let me know your hours when this is complete.

Please get this back to me by {Date}. If you have any questions, please let me know.
Thank you!