

Request for Applications # 2024CHS574RFA

ADVERTISED DATE: April 16, 2024

Title: Medicaid Administrative Claiming – Neurodevelopmental Centers 2024

Due Date and Time: No later than May 24, 2024, 05:00 PM

Contract Specialist: Saba Al Harazi

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

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

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

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

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

Signature

Date

Printed Name & Title

Applicant Information

Organization Name: _____

Address: _____

Primary Contact Information

Name, Title, and Email Address: _____

Secondary Contact Information

Name, Title, and Email Address: _____

THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.

RFA Summary

Summary Description

PHSKC contracts with the Washington State Health Care Authority (HCA) to support Medicaid-related outreach, linkage, and program planning activities to Washington State residents who reside in its jurisdiction in accordance with the requirements of the approved Cost Allocation Plan (CAP), its contract with HCA, and the Medicaid Administrative Claiming (MAC) manual. PHSKC may make funds available to Contractors to support administrative activities (MAC activities) that assist residents who have no or inadequate medical coverage and includes explaining the benefits of the Medicaid program; assisting them in the Medicaid application and renewal process; linking them to needed Medicaid services and other approved MAC activities; performing program planning, policy development and interagency coordination in support of the Medicaid State Plan. PHSKC will pay its contractors for some of the costs associated with performing MAC activities, contingent on the availability of adequate local matching funds. The goal of the project is to facilitate an opportunity for non-governmental neurodevelopmental centers in King County to participate in MAC, creating a new revenue stream for administrative services associated with supporting the Washington State Medicaid Plan.

Pre-Application Conference

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

Below is the link information for the pre-submittal conference on Tuesday, April 23, 2024, 2:00 PM - 3:00 PM PST:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 255 958 362 905

Passcode: bevmu9

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

kcsc@m.webex.com

Video Conference ID: 112 749 065 2

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 425-653-6586,454002548#](tel:+14256536586454002548) United States, Seattle

Phone Conference ID: 454 002 548#

[Find a local number](#) | [Reset PIN](#)

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
April 15, 2024	Request for Applications issued
April 23, 2024, from 2:00-3:00 PM	Pre-Application Conference (see above for details)
April 29, 2024	Final Day to ask questions
April 30, 2024	Final Addendum issued (if necessary)
May 24, 2024	Applications due no later than 5:00pm
May 29, 2024	Interview/scoring date range (tentative)
June 3, 2024	Notice of Selection (tentative)
July 1, 2024	Agreement start date (tentative)

What to Submit

Applications shall be emailed in one email and shall contain all required documents as one file or multiple files. Each applicant may only submit one application. Agencies interested in responding to this RFA must provide:

1. Completed and signed RFA cover page.
 2. A submitted letter (up to four pages in length) that includes:
 - A brief description of your Agency.
 - Target population served.
 - Descriptions of the neurodevelopmental programs/services.
 - Description of the Local Funder and the total amount of 3rd Party Funding available from which to carve out the Local Share. See **Key Terms** under Section I for “Local Funder” and “3rd Party Funding” definitions. Please include:
 - The name of the funding agency.
 - Total contracted amount and the contract term.
 - Written attestation that the local funder is aware the Medicaid Administrative Claiming program requirements and agrees to participate as the local funder.
 - **Note: It is not necessary at this stage to identify the amount of the Local Share.**
- Specific answers to the evaluation criteria listed below.

How will Applicants be evaluated?

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

Evaluation Criteria. Applications will be reviewed and rated using the following scoring matrix:

No.	Evaluation Criteria	Maximum Points
1	Equity and Social Justice – does the Agency clearly describe how equity and social justice is engrained in their program planning and delivery?	20
2	Does the Agency provide MAC-eligible neurodevelopmental services to children ages 0-5 in King County?	20

3	3 rd Party Funding – Does the Agency have a Local Funder for neurodevelopmental services and is the Local Funder agreeable to contracting with PHSKC?	20
4	Agency understands and agrees to full participation in the Random Moment Time Study, including allowing time for required trainings	20
5	Agency agrees to designate a staff member as the RMTS Coordinator and a staff member as the Fiscal Coordinator	20

The Neurodevelopmental Center MAC Program at PHSKC currently has a maximum capacity for four (4) participating agencies. Should we receive more than four qualified applicants, the above scoring matrix will be used to determine which agencies will be selected to participate.

No interviews will be conducted.

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

SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

INTRODUCTION

Public Health–Seattle & King County (hereinafter PHSKC) is requesting applications from community-based Neurodevelopmental Centers (Agency) operating in King County, Washington to participate in the Medicaid Administrative Claiming program (MAC). Federal funds are available to reimburse agencies for some costs associated with performing allowable administrative tasks supporting Medicaid-eligible services. PHSKC may select multiple agencies from all qualified applicants. Selected agencies will enter into 12-month agreements with PHSKC beginning on July 1, 2024, with the possibility of contract extensions through June 30, 2027.

Background

The Medicaid Administrative Claiming (MAC) is a program that provides partial reimbursement for certain expenditures necessary for the administration of the Washington Medicaid State Plan. Allowable activities include:

- Outreach to individuals with no or inadequate medical coverage
- Helping individuals apply for AppleHealth, including renewals.
- Explaining benefits of the Medicaid Program
- Linking individuals to appropriate Medicaid-covered services. This includes but is not limited to:
 - Making referrals to Medicaid-eligible programs
 - Coordinating with other providers (case conferences)
 - Program planning for Medicaid-eligible services

PHSKC contracts with the Washington State Health Care Authority (HCA) to support Medicaid-related outreach, linkage, and program planning activities to Washington State residents who reside in its jurisdiction in accordance with the requirements of the approved Cost Allocation Plan (CAP), its contract with HCA, and the Medicaid Administrative Claiming (MAC) manual. HCA has allowed PHSKC to contract with non-governmental neurodevelopmental centers who provided services in support of the Washington State Medicaid Plan.

Equity and Social Justice

For many in our region, King County is a great place to live, learn, work and play. Yet we have deep and persistent inequities - especially by race and place - that in many cases are getting worse and threaten our collective prosperity. Launched by King County Executive Ron Sims in 2008, and formalized by Executive Dow Constantine and the Metropolitan King County Council via ordinance in 2010, Equity and Social Justice (ESJ) is integral to the County's work and foundational to the work of Best Starts for Kids. Our goal is to ensure that all people, regardless of who they are or where they live, have the opportunity to thrive, with full and equal access to opportunities, power, and resources. For all BSK funded programs, we seek to support organizations that are reflective of and embedded in the communities they serve, and recognize and address the disparities and disproportionality that exist in our communities.

KEY TERMS

- **Local Funder:** A local organization, other than PHSKC, with whom the Agency as a payable contract to fund direct neurodevelopmental services to children ages 0 to 5 in King County. King County funding from departments other than PHSKC are considered eligible.
- **3rd Party Funds:** This refers to the entire contracted funding available to the Agency through the Local Funder. These are required to be local or state-sourced funding.
- **Local Share:** A pre-specified amount of the 3rd Party Funds that are carved out and set aside to be used as matchable funds in the MAC program
- **Federal Share:** The amount of federal MAC dollars payable to the Agency.
- **Random Moment Time Study (RMTS):** A statistically valid random sampling technique that measures the amount of staff time spent performing work activities.

DESCRIPTION

PHSKC contracts with the Washington State Health Care Authority (HCA) to support Medicaid-related outreach, linkage, and program planning activities to Washington State residents who reside in its jurisdiction in accordance with the requirements of the approved Cost Allocation Plan (CAP), its contract with HCA, and the Medicaid Administrative Claiming (MAC) manual. PHSKC may make funds available to Contractors to support administrative activities (MAC activities) that assist residents who have no or inadequate medical coverage and includes explaining the benefits of the Medicaid program; assisting them in the Medicaid application and renewal process; linking them to needed Medicaid services and other approved MAC activities; performing program planning, policy development and interagency coordination in support of the Medicaid State Plan. PHSKC will pay its contractors for some of the costs associated with performing MAC activities, contingent on the availability of adequate local matching funds.

A. GOAL

The goal of the project is to facilitate an opportunity for non-governmental neurodevelopmental centers in King County to participate in MAC, creating a new revenue stream for administrative services associated with supporting the Washington State Medicaid Plan.

B. ELIGIBILITY

1. Applicant must be a non-governmental community agency who delivers neurodevelopmental direct service care to children ages birth to 5 who reside in King County, Washington
2. In addition to delivering neurodevelopmental direct services, Agency staff must also perform administrative activities that assist residents who have no or inadequate medical coverage including:
 - a. Explaining the benefits of the Medicaid program;
 - b. Assisting clients in the Medicaid application or renewal process;
 - c. Linking clients to needed Medicaid services; and/or
 - d. Performing Program, policy development or interagency coordination in support of the Washington State Medicaid Plan
3. Applicant must have an existing non-federal funding agreement to deliver neurodevelopmental services in King County (3rd-party agreement). This 3rd-party agreement must be with an organization other than PHSKC. 3rd-party agreements with King County departments other than PHSKC may be allowed. A portion of this 3rd-party funding will be carved out and set aside to be used as matchable funds for the MAC program. The amount of funding to be set aside for MAC will be determined by the Agency and represents funding that would otherwise be used for MAC-eligible activities.
4. The agency with which the 3rd-party agreement is made must be willing to enter into a separate billable agreement with PHSKC.

C. AGENCY RESPONSIBILITIES

1. Agency Staff participate in a random moment time study (RMTS) provided by PHSKC's contractor, Hansine Fisher and Associates (HFA).
2. Agency will appoint a staff person to act as the agency's MAC Coordinator who is responsible for oversight and management of the agency's MAC activities. The MAC Coordinator will:
 - a. Identify and certify eligible staff to participate in the RMTS.
 - b. Ensure all staff participating in the RMTS receive required training.
 - c. Meet deadlines for review of RMTS data as required by the MAC Cost Allocation Plan and the MAC Manual.

- d. Submit quarterly invoices and required backup documentation.
3. If using an indirect rate, the rate must be federally negotiated (FNIR) and final as of January 1, 2022 (documentation required) or a de minimis indirect cost rate of 10% of MTDC. To employ de minimis, Contractor must meet all requirements for use as defined in 2 CFR 200. If an indirect rate is not applied, indirect costs may be directly allocated (allocation plan must be provided).

D. PHSKC RESPONSIBILITIES

1. Provide training, consultation, and technical assistance related MAC participation, invoicing, and the RMTS.
2. Pay the Agency 100% of Local Share dollars and Local Share dollars, less the Administrative Fee described in Section E below.

E. COMPENSATION AND REIMBURSEMENT

1. The Agency, in cooperation with the Local Funder, decides how much funding will be set aside for use in the MAC program. This amount is known as the "Local Share" and represents anticipated reimbursement associated with delivering MAC-eligible administrative activities. The Local Share determines the maximum amount of local funding to be matched with federal MAC dollars.
2. The Local Funder sets the Local Share amount aside, excluding it from any payments made directly to the Agency.
3. The Agency will submit a MAC invoice to PHSKC quarterly. This invoice, which includes the results of the RMTS and Medicaid Eligibility Ratio (MER), reflects the amount of time spent on MAC-eligible administrative activities, the amount of Local Share funding used to support those activities, and the amount of federal MAC funding to that will match the Local Share funding.
4. After reviewing the invoice and supporting documentation, PHSKC will pay the Local Share and federal MAC share to the Agency as indicated on the MAC invoice.
5. Administrative Fee:
PHSKC charges MAC subcontractors an administrative fee to offset PHSKC's costs for the administration of the MAC program. The rate is based on the costs associated with staff effort spent on MAC-related work for an entire fiscal year (FY) and contractor costs associated with maintenance of the MAC portal. The fee will be billed as a line item on the quarterly AP invoice submitted by the MAC subcontractor. This cost is allocated by the dollar amount of administrative claims submitted by the participating contractors in the MAC program for the same FY. The calculated rate is used on the claims for the subsequent FY. At the end of the period, the rate used will be validated using the actual claimed expenditures for that period and any variances will be settled with the contractor during the second quarter of the new FY.
6. After compensating the agency, PHSKC will invoice the Local Funder for the Local Share amount.
7. If, after the 12-month term is complete, there are still Local Share reserves, PHSKC will pay out the remaining of Local Share dollars directly to the Agency. PHSKC will invoice the Local Funder for the remaining Local Share reserve amount.

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 two (2) additional one-year periods for a total agreement duration of three (3) 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. Contract Term and Termination

- A. This Contract shall begin on the Contract Start Date and shall terminate on the Contract End Date as specified on page 1 of this Contract, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the Contract End Date, by providing the other party thirty (30) days advance written notice of the termination. The Contract 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 Contractor thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 1.C. (1), the Contractor shall be liable for damages.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor 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 Contractor, terminate or suspend this Contract in whole or in part.

If the Contract 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 Contract for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Contractor shall be released from any obligation to provide such further services pursuant to the Contract ; and (3) in the case of suspension the Contractor 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 Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract 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 Contract or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

2. Compensation and Method of Payment

- F. The County shall compensate the Contractor for satisfactory completion of the services and requirements specified in this Contract, 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.
- G. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- H. The Contractor shall submit its final invoice and all outstanding reports within 30 days of the date this Contract terminates. If the Contractor'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 Contractor of the amounts set forth in said invoice or any later invoice.

- I. When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract 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.
- J. Should, in the sole discretion of the County, the Contractor not timely expend funds allocated under this Contract, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Contract. The County may unilaterally make changes to the funding source without the need for an amendment. The Contractor shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- K. If travel costs are contained in the attached budget, reimbursement of Contractor 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 Contractor does not request government rates, the Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- L. The Contractor shall maintain for a period of six years after termination of this Contract 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 Contract funds and compliance with this Contract.
- M. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:
 - 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 Contract; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all entities seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor 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 Contractor shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- N. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- O. Medical records shall be maintained and preserved by the Contractor 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 Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- P. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract 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.
- Q. The Contractor agrees that all information, records, and data collected in connection with this Contract 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 Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>.

7. Financial Reports and Audits

Contractor 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.

- R. If the Contractor 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 Contractor 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 Contractor’s fiscal year.
- S. If the Contractor 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.
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 Contractor’s fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Contractor’s fiscal year.

- T. Waiver

A Contractor 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 Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor’s Board of Directors.

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

8. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor 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 Contractor in writing of the nature of the breach.
- B. The Contractor shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date

for curing the breach, which shall not be more than thirty (30) days from the date of the Contractor'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 Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.
- D. If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 1.
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor 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 Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor 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 Contractor, its employees, and/or others by reason of this Contract. The Contractor 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 Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor 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 Contract by the Contractor, 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 Contract pursuant to the Term and Termination section.

C. Contractor Indemnifies County:

The Contractor 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 Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor 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 Contractor, 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 Contractor 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 Contractor.

D. County Indemnifies Contractor:

The County shall protect, defend, indemnify, and save harmless the Contractor, 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 Contract. 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 Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor 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 Contract.

11. Insurance Requirements

The Contractor shall procure and maintain for the term of this Contract, 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 Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractor, providers, and/or provider subcontractor to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Contractor shall read and provide required insurance documentation prior to the signing of this Contract.

12. Assignment/Subcontract

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

H. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

- I. The Contractor 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 as contained herein, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- J. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor 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 subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

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

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Contract, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contract. 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 Contractor 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 Contract; 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 Contract, but that is not less than a total of one hour in any one week period.

14. Conflict of Interest

- K. The Contractor shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.
- L. The Contractor 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 Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

- M. The Contractor 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. Contractor 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 Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

15. Equipment Purchase, Maintenance, and Ownership

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

- N. The Contractor agrees that any equipment purchased, in whole or in part, with Contract 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 Contractor shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- O. The Contractor shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.
- P. All Equipment not listed as a budget line item purchased under this Contract requires prior written approval from the County.
- Q. All Equipment purchased under this Contract shall be recorded and tagged as an asset in inventory and reported to the County.

16. Proprietary Rights

R. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract 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 Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor, 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 Contract.

S. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor 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 Contract.

T. Continued Ownership Rights:

The Contractor 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 Contract 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 Contractor 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 Contract and assumes no obligation for future support of the activity under this Contract except as expressly set forth in this Contract.

20. Entire Contract/Waiver of Default

The parties agree that this Contract 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 Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract 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 Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

21. Amendments

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

22. Notices

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to the Contractor contact and the project representative of the County department specified on page one of this Contract. 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 Contractor and any subcontractor 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 Contract, 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 Contract, the language in the Contract 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 Contract 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 Contract 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 Contract. Therefore, the parties expressly agree that this Contract 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 Contract.

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

26. No Third Party Beneficiaries

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

END OF COUNTY TERMS AND CONDITIONS

PART B. FEDERAL TERMS AND CONDITIONS

Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 2 CFR 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

(L) 2 CFR 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-

ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

END OF COUNTY TERMS AND CONDITIONS

END OF RFA