



Department of Public Health  
Chronic Disease and Injury Prevention Division



## REQUEST FOR RFP

### HEALTHY AND SAFE ENVIRONMENTS

---

RFP Release Date: **June 11, 2024**

Due Date: **July 23, 2024 by 2:00 p.m.**

RFP Lead: Phillip Thompson [phithompson@kingcounty.gov](mailto:phithompson@kingcounty.gov)

Funding: Up to \$2,914,000

---

**Submitting a Proposal** Proposals are hereby solicited and will be received using the link below through ZoomGrants no later than 2:00 p.m. on the above due date. The services procured through this RFP shall be provided in accordance with the following and the attached instructions, requirements, and specifications. Applicants are responsible for regularly checking ZoomGrants for any updates, clarifications, or amendments to this RFP.

### Submit proposals through ZoomGrants at

<https://www.zoomgrants.com/gprop.asp?donorid=2209&limited=5285>

# TABLE OF CONTENTS

## Contents

I.	Introduction.....	3
	Equity and Social Justice.....	3
2.	RFP Overview .....	4
	<b>A. Program Purpose Statement</b> .....	4
	<b>B. Background</b> .....	4
	<b>C. The Request</b> .....	5
I.	Eligibility.....	8
II.	Available Funding.....	8
III.	RFP Process .....	9
	A. Timeline.....	9
	B. Questions.....	10
	C. Information Session (not-mandatory) .....	10
	D. Communication .....	11
IV.	Proposal Process .....	12
V.	Proposal Assistance .....	12
VI.	Selection Process .....	14
	A. Rating Criteria .....	14
	B. Review Process.....	16
	C. Selection Process.....	17
	D. Funding Allocation and Contract Negotiations.....	17
VII.	Glossary of Terms.....	17
VIII.	RFP and Contract Terms .....	20
	A. RFP Terms.....	20
	B. Contract Terms.....	22
IX.	List of Attachments .....	26

# 1. Introduction

Best Start for Kids (Best Starts) King County Department of Public Health-Seattle & King County (PHSKC) is pleased to release this Request for Proposal (RFP) for Healthy and Safe Environments (HSE) with funding from Chronic Disease & Injury Prevention Division.

Public Health – Seattle & King County (PHSKC) seeks proposals from eligible community-based organizations, agencies, and school/school districts interested in ensuring that children, youth, and young adults live, learn, work, play, and experience healthy and safe environments. HSE aims to achieve this by creating access to nutritious and affordable food, providing opportunities for safe physical activity, and ensuring that children, youth, and young adults can actively engage in environments that promote wellness, healing, and are hazard-free. Public Health seeks proposals that focus on impacting the community where children, youth and their families live, learn, work, and play by **developing policies, creating, or improving systems, and changing environments\* in the specified investment areas.**

## 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. In 2020 Executive Constantine [declared racism as a public health crisis](#) and set forth policy priorities to bolster King County’s commitment to being intentionally anti-racist and accountable to Black, brown, and Indigenous communities. Equity and Social Justice (ESJ) is an integrated part of the County’s work and is foundational to the work of Best Starts. Our Goal is to ensure that all people, regardless of who they are and where they live, can thrive with full and equal access to opportunities, power, and resources.

For all Best Starts-funded programs, we seek to support community-led and community-informed organizations that are reflective of, and embedded in, the communities they serve, across all aspects of their leadership and service. We further seek to support organizations that recognize and address the disparities that exist in communities, particularly agencies that serve low-income families, families of color, immigrant and refugee families, LGBTQ+ families, families with disabilities, families with foster children, and those geographically isolated – furthering Best Starts’ commitment to Equity.

Applicants may be asked to demonstrate an understanding of, and a commitment to, Equity and Social Justice principles as shown through their staffing and board, services tailored to community needs, and commitments to social justice and continuous improvement. One aspect of this work includes understanding – at both a program and system level – structural and institutional racism as it plays out for individuals served through Best Starts-funded services and the disparate impacts on individuals’ collective experiences and outcomes compared to the population as a whole.

More information about King County’s ESJ work as well as the declaration of Racism as a Public Health Crisis available at:

<https://kingcounty.gov/en/legacy/elected/executive/constantine/priorities/building-equity.aspx> and

<https://kingcounty.gov/en/legacy/elected/executive/constantine/initiatives/racism-public-health-crisis> respectively.

## 2. RFP Overview

### A. Program Purpose Statement

Health and well-being are influenced by the places where people live, learn, work, and play. Communities, including homes, schools, public spaces, and work sites, can be transformed to support well-being and make healthy choices easy and affordable. Healthy and safe community environments include those with clean and safe places to live, learn, work, and play; affordable and secure housing; sustainable and economically vital neighborhoods (e.g., efficient transportation, quality schools); and supportive structures that support mental health and well-being, and foster healing (e.g., violence-free places to be active, access to affordable healthy foods, streetscapes designed to prevent injury).

### B. Background

Focusing on healthy and safe environments provides an opportunity to build communities that promote health and safety. Best Starts will bring together opportunities led and driven by youth and their communities to collectively create healthy and safe environments across King County.

The Best Starts initiative overall will invest in community organizations and other partners, including schools and school districts. This funding opportunity will support work on healthy and safe environments in our four investment areas (see below). The approaches you propose should be new projects with a clear pathway to improved environments for children and youth. ***We will prioritize projects that will develop and implement policies and systems and improve environments to achieve healthy and equitable communities and applicants that include youth in project planning and implementation.***

This funding may be used for new projects to support, enhance, or expand new or existing efforts to create and sustain healthy and safe environments through improvements in policies and/or systems.

## **C. The Request**

### **1. Scope of Work**

Applications should describe how the applicant will develop and implement Policy, Systems, and/or Environmental Change strategies to impact any or all of the following investment areas:

- Healthy food and food access
- Physical activity
- Unhealthy substances and dangerous products
- Safe and health-promoting environments

Applicants must submit only one application, regardless of the number of investment areas selected.

### **2. Project Period**

Projects may begin as early as January 1, 2025. All activities must be completed by December 2027.

### **3. Investment Area(s)**

Descriptions below ***are examples*** of possible strategies to implement to reach the Goal of this RFP and the indicators they may impact. Applicants are encouraged to propose other evidence-based and/or community-informed solutions to impact these investment areas. The Healthy and Safe Environments program (HSE) seeks to fund systems transformations that promote Equity and proposals that can

demonstrate/measure the number and type of Policies, Systems and Environmental Change(s) developed and implemented and the number of people impacted by these changes. Please see the Glossary for the Policy, Systems, and Environmental Changes definition.

**Investment Area(s) and Indicators:** The most competitive proposals will connect or tie their projects and strategies to the indicators below. Your project may impact additional indicators. Indicators are defined as "specific, observable, and measurable accomplishments or changes that show the progress made toward achieving a specific output or outcome in a logic model or work plan".

**Note:** If your proposal is in partnership with a school/school district, please follow that particular school/school district's policy and agreements before applying. Any required documents per their policy and agreements must be uploaded in ZoomGrants (ex: letters of support, Memorandum of Understanding [MOU], etc.).

In addition, any organizations partnering in this proposal are encouraged to involve partners and youth in a participatory planning, decision-making, and implementation process. Written agreements such as coalition/project charters and MOUs that have been entered into with trust and a mutually beneficial framework of expectations and obligations are encouraged.

- a. Healthy Food/Food Access** – Improve school nutrition, improve healthy options in emergency food systems (food banks), develop youth-led efforts and youth-led campaigns to counter advertisement of unhealthy foods, reduce/limit exposure to unhealthy food in children and youth focused environments, and increase community-based access to healthy, culturally relevant and affordable food.

*Indicators for this investment area:* Recommended fruit and vegetable consumption; soda or sweetened-beverage consumption; and policies that promote healthy eating and discourage unhealthy eating.

- b. Physical Activity** – Improve school and after-school physical activity/physical education (PA/PE), increase access to transit, and develop joint/shared use agreements where community members have access to spaces to be physically active, such as schools when schools are not in session, and develop systematic or policy approaches to improving safety in recreation and physical activity.

*Indicators for this investment area:* Recommended levels of physical activity and policies that improve environments and/or promote physical activity. Safe places to recreate during extreme weather events.

- c. Unhealthy substances and dangerous products** - Reduce exposure to harmful substances such as tobacco, vapor products, cannabis, and other drugs, as well as dangerous products such as firearms/guns. Develop youth-led counter campaigns and efforts to assess the environment and advocate for improvements to policy, systems, or environment that would support reduction in exposure and promote positive exposure to healthy alternatives.

*Indicators for this investment area:* Alcohol, tobacco, marijuana, or other illicit drug use; safe storage of firearms; and policies that promote not using harmful substances or products.

- d. Creating safe & health-promoting environments** - Improve community safety and reduce crime and risky behavior, especially as it relates to safe public places for physical activity/well-being and environments that address mental health by raising awareness on challenges, fostering healing, and or promoting Systems Changes to address the increased need for mental health services/programs. Develop/create/implement Policies, Systems or Environmental Changes that support accessible home environments that ensure health and are free of housing-related hazards and deficiencies.

*Indicators for this investment area:* Exposure to violence; feeling safe in school; intentional (i.e., suicide or interpersonal violence) and unintentional injuries; asthma, mental/behavioral health, and well-being; community projects mitigating the impacts of climate change; and policies that result in safe and health-promoting environments.

#### **4. Focus Population(s)**

Focus populations include communities in King County where children, youth and young adults are impacted by inequities in any of the above investment areas. County-wide,

groups disproportionately impacted by health inequities include BIPOC young people and families, rural and unincorporated area residents, low-income families, and people experiencing housing instability or homelessness.

### 5. Outcomes

Create healthy and safe environments for children, youth, and young adults by developing policies, creating or improving systems, and changing environments in the specified investment areas:

- Healthy food and food access
- Physical activity
- Unhealthy substances and dangerous products
- Safe and health-promoting environments

## 3. Eligibility

This request is open to nonprofit organizations, community-based organizations, schools, School Districts, tribes and tribal organizations, and public or governmental agencies serving communities in King County. Small nonprofits, organizations serving communities impacted by inequities, and community-based organizations (501c3 or a 501c3 fiscal sponsor) are encouraged to submit proposals. Applicants must show a successful history of working with the community(ies) described in their application to be eligible.

Activities not eligible for any of the investment areas:

We will not consider the following types of activities for funding under this RFP:

- Epidemiological projects
- Research studies
- Capital projects
- Construction projects
- Individual or Direct Services
- Funds may not be used to supplant other County funding.

## 4. Available Funding

Approximately \$2,914,000 is available through the *Best Starts for Kids* levy initiative to support the work described in this RFP.



The maximum award amount applicants may request is up to \$290,000. Proposed uses of funds should be aligned with strategies outlined in the application.

Any contract resulting from this procurement is contingent upon the availability of funding.

Public Health Seattle-King County (PHSKC) reserves the right not to award all funds advertised in this RFP.

**FUNDING**

Funding is available for the 36 months of the fiscal years 2025, 2026, and 2027. Fiscal years are based on calendar years.

Period / Fiscal year	Amount available per project
January 1, 2025 – December 31, 2027	Not to exceed \$290,000

Applicants are expected to estimate and develop a 5-month (2022) and two 12-month budgets covering proposed Goals, activities, and outcomes. See Section III., RFP PROCESS.

## 5. RFP Process

**D. Timeline**

The following timeline represents the tentative schedule of the entire RFP process, from solicitation to program implementation. The dates listed here are subject to change. Applicants are responsible for monitoring ZoomGrants for any changes before the submittal deadline.

Information Sessions <i>See below for information.</i>	Thursday, June 13th, 3 – 4 PM; Monday, June 17 <sup>th</sup> , 9 – 10 AM
Final day for to initiate request for technical assistance	July 10, 2024

Final day to submit questions via ZoomGrants	July 15, 2024
<b>Proposals due</b>	<b>July 23, 2024 by 2:00 p.m.</b>
Responses reviewed	July 25, 2024 through August 2, 2024
Interviews with applicants (if applicable) <i>King County reserves the right to conduct interviews as needed to make award determinations.</i>	August 2024
Notification of selected and non-selected applicants	August 2024
Anticipated program/contract start date	January 1, 2025

## E. Questions

Interested parties may submit questions in writing before to the date and time indicated in the RFP schedule through the Contact Admin tab in ZoomGrants. PHSKC 's response to all questions received will be posted as an RFP addendum on ZoomGrants.

***If potential Applicants experience technical difficulties with ZoomGrants leading up to the due date, contact the RFP Lead directly to ensure a timely submission (Phillip Thompson, [phithompson@kingcounty.gov](mailto:phithompson@kingcounty.gov) (206)477-8939).***

Applicants are encouraged to complete their applications early to avoid any difficulties or errors in submission. PHSKC is not responsible for any technical challenges that an applicant may experience, and late submissions may result in rejection of proposal.

## F. Information Sessions (not-mandatory)

### Session 1: Thursday, June 13<sup>th</sup> 3:00 – 4:00 PM

<https://us06web.zoom.us/j/85964206008?pwd=aJaePTbvnS05vstwgIzaYOgs1hVFkf.1>

Meeting ID: 859 6420 6008

Passcode: 274863

### Session 2: Monday, June 17<sup>th</sup> 9 AM – 10 AM

<https://us06web.zoom.us/j/89746481916?pwd=EGlhHxBKdlqEna5karDYxX99LbVGaS.1>

Meeting ID: 897 4648 1916

Passcode: 253807

All prospective applicants are strongly encouraged to attend the pre-proposal conference. While attendance is not mandatory, it is a valuable opportunity to gain deeper insights into the RFP requirements and ask any clarifying questions.

PHSKC will only adhere to the PHSKC-written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator/lead will be documented and answered in written form. A copy of the questions and answers will be posted as an RFP amendment on ZoomGrants. Applicants are responsible for checking ZoomGrants for any posted amendments to this RFP.

## **G. Communication**

### **1. RFP Communication**

All RFP documents will be uploaded through ZoomGrants, as described below in Section IV of the Proposal Process.

The RFP Lead is the sole point of contact for this procurement. All communication regarding the subject matter of this opportunity between the applicants and PHSKC upon release of this RFP must be through ZoomGrants or the RFP Lead, as follows:

#### **NAME OF RFP LEAD CONTACT**

Phillip Thompson, [phithompson@kingcounty.gov](mailto:phithompson@kingcounty.gov) (206)477-8939

Any other communication will be considered unofficial and non-binding on King County. Applicants are to rely on written statements issued by the RFP Lead. Communication directed to parties other than the RFP Lead on this opportunity may result in disqualification of the applicant.

### **2. Applicant Communication**

Unless otherwise requested, letters and other communications about this RFP will be issued to the e-mail address noted in the proposals created within ZoomGrants. If other personnel should be contacted via e-mail in the Evaluation of this proposal, or, to be notified of Evaluation results, please complete the information in the area provided in ZoomGrants.

## 6. Proposal Process

Responses are hereby solicited and will be received using the link below through ZoomGrants ***no later than 2:00 p.m. on the due date noted*** on this RFP. Responders are responsible for regularly checking ZoomGrants for any updates, clarifications, or amendments.

**Submit proposals through ZoomGrants at**

<https://www.zoomgrants.com/gprop.asp?donorid=2209&limited=5285>

**Note:** Applicants bear the risk that technical difficulties may result in late or undelivered applications. Therefore, applicants are encouraged to submit materials through ZoomGrants on a timely basis, and to reach out to ZoomGrants as noted on this RFP early in the process if encountering technical difficulties. If the issue cannot be addressed through ZoomGrants, then reach out to the procurement lead as noted on this RFP.

Complete proposal packages will include the following:

- Attachment A: Application
- Attachment B: Narrative Questions
- Attachment C: Budget Template
- Acceptance of Potential Terms and Conditions

## 7. Proposal Assistance

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

Technical assistance (TA) consultants can:

- Assist in determining the appropriate fit between your proposal and this funding opportunity.
- Provide guidance on how best to answer questions.
- Support your application development, including editing and budget review.
- Consultants are not grant writers but can help you explain your proposal in the most clear and concise way.

See the [Best Starts blog](#) for a list of TA consultants and their contact information. Organizations wishing to access application assistance should email the consultants directly. We encourage you to contact a TA consultant as early as possible. We cannot guarantee TA consultant availability within five business days of the deadline (the RFP's closing date). Assistance in languages other than English is available; let a TA consultant know your language needs, and Best Starts will try to accommodate that.

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

### **Best Starts Capacity Building Services**

Once the contract is finalized, Best Starts grantees may receive free capacity-building services from Best Starts-contracted consultants. The goal of Best Starts capacity-building is to support grantees' program and organizational development, implementation, and sustainability while being rooted in community strengths, needs, and values.

Consultants provide resources and training, are individualized and responsive, and offer ongoing coaching and support. Best Starts capacity-building consultants can also help Best Starts grantees create tools and build skills needed to meet Best Starts contract requirements. Categories of Best Starts capacity-building support include board development, data and Evaluation, Equity & Social Justice, finance, human resources, IT, legal, marketing, and organizational development.

### **ADDITIONAL INFORMATION**

***Where to find data for your proposal:*** A data resource page has been created to help proposers. Links to data can be found on the data resource tab on the Communities Count website: <https://www.communitiescount.org/>

***Link to maps that show King County data by region.***

<https://kingcounty.gov/legacy/depts/health/data/community-health-indicators/definitions.aspx>

**Where can I find examples of promising or evidence-based Policy, Systems, and Environmental Change strategies?**

## 8. Selection Process

### A. Rating Criteria

Responsive proposals will be reviewed strictly in accordance with the requirements stated in this RFP and any addenda issued.

All proposals received by the stated deadline will be reviewed by the RFP Lead to ensure that the proposals contain all of the required information requested in the RFP. Only responsive proposals that meet the threshold requirements will be evaluated by the PHSKC designated review panel. Any applicant who does not meet the stated qualifications or any proposal that does not contain all the required information may be rejected as incomplete.

The RFP Lead may, at their sole discretion, contact the applicant for clarification of any portion of the applicant’s proposal. Applicants should take every precaution to ensure that all answers are clear, complete, and directly address the specific requirement.

Responsive proposals will be reviewed and evaluated by a review panel. The process for choosing projects will include Evaluation of the narrative and accompanying documents, and potentially, interviews. Below are the selection criteria that will be used during the Evaluation process. **Please consider using the rating criteria headings below to organize your project narrative.**

Rating Criteria			
Section	High score rating response	Low score rating response	Points
Proposed project Goals	<ul style="list-style-type: none"><li>• Project proposal clearly illustrates how lasting Policy, System or Environmental Change will be achieved.</li><li>• Goal/s identified in project proposal</li></ul>	<ul style="list-style-type: none"><li>• Proposed project work is limited to program improvement and unlikely to achieve lasting Policy, System or</li></ul>	30

	<p>appear to be achievable within the timeline and funding level proposed</p> <ul style="list-style-type: none"> <li>• Plan for proposed Policy, System or Environmental Changes illustrates how the proposal’s selected populations will benefit.</li> </ul>	<p>Environmental Change.</p> <ul style="list-style-type: none"> <li>• Goal/s identified are unlikely to be achieved within proposed funding and timeframe.</li> <li>• Plan inadequately addresses how the proposal’s selected population will benefit.</li> </ul>	
<p>Equity <i>(Community data or community information will be accepted to define health inequalities)</i></p>	<ul style="list-style-type: none"> <li>• Application clearly defines/describes an inequity(ies) and how the project will address it drawing on the unique strengths, skills, and expertise of the affected community.</li> <li>• Application clearly describes how Equity is incorporated throughout the work (i.e., planning, implementation, etc.).</li> </ul>	<ul style="list-style-type: none"> <li>• Application provides limited explanation of an inequity and how project will address it.</li> <li>• Application provides limited clarity as to how Equity will be incorporated throughout the project</li> </ul>	30
<p>Youth/Community Engagement</p>	<ul style="list-style-type: none"> <li>• Application clearly shares how organization has effectively engaged members of the selected community/ies- specifically youth and young people.</li> </ul>	<ul style="list-style-type: none"> <li>• Application does not demonstrate an existing and/or effective relationship with the selected community/ies.</li> <li>• Application includes Community</li> </ul>	30

	<ul style="list-style-type: none"> <li>Application clearly explains how community members including youth and/or young adults will be engaged in planning and implementation.</li> </ul>	Engagement but is missing youth and/or young adults or communities most affected by the project.	
Evaluation	Application defines what project success will look like. Application describes how will collect data to demonstrate inputs, outputs and outcomes.	Definition of project success is missing, vague, or unrealistic.	10
Budget	<ul style="list-style-type: none"> <li>Proposed budget costs are reasonable and justified</li> <li>Budget is complete and aligns with proposed activities</li> </ul>		Not scored
		<b>Total</b>	

## B. Review Process

Review panels may consist of King County staff, external subject matter experts, evaluators, community members, advisory board members, participants with past of current lived experience, and members or designees of the King County Council (who will serve as nonvoting members). PHSKC values the perspectives of community members, including those with lived experience. All efforts will be made to include a minimum of 2 individuals representing community. Following application review, applicants may be asked to participate in an interview with the review panel prior to final scoring of proposals.

The RFP review panel will score each proposal based on the rating criteria described in Section VI Rating Criteria above and create a ranking of proposals based on highest to lowest scoring. The score will be a key factor used by the RFP rating panel to develop recommendations on the selection of proposals to the County.



## C. Selection Process

Final selection of awardees will be made by King County division and department directors based upon recommendations from the review panel, and based upon Equity and geographic considerations, to ensure services are responsive to funding priorities and community need. PHSKC reserves the right to make such selections based on the best interests of King County, and as a result, may not select the highest scoring or lowest cost proposals for award, and will execute contracts based upon the final selections.

## D. Funding Allocation and Contract Negotiations

PHSKC anticipates that requests for funding from the pool of selected applicants may exceed the total dollar amount of funding available through this RFP. If this occurs, the County reserves the right to enter discussions with applicants to assess if proposed services and activities can be scaled to match the dollar amount offered by the County. If the proposal is not scalable, or the applicant rejects the dollar amount offered by the County, the County reserves the right, to withdraw the funding offer to the applicant, and enter discussions with other high-ranking RFP applicants. Contract negotiations and development will begin when a funding amount for each proposal has been reached between the applicant and the County.

# 9. Glossary of Terms

A list of general procurement and contract definitions can be found here: [Contract Glossary](#). All other definitions specific to this RFP are as follows:

- A. Access to Healthy Foods:** Increase in ways to get nutrient rich, affordable fresh foods, including fruits and vegetables, near where we live.
- B. Access to Physical Activity:** Increase in safe, clean, and welcoming opportunities for exercise (like parks or community centers) or active transportation (like bike paths or safe sidewalks).
- C. Contractor:** Term used within the King County PHSKC Boilerplate Agreement, signifying the entity awarded funding in consideration for the performance of certain services and as described in the resulting contract.
- D. Community Engagement:** Working collaboratively with groups of people linked by where they live, their background, or interests to address issues affecting their

well-being. It is a powerful way to bring about environmental and behavioral changes that will improve the community's and its members' health. It often involves partnerships and coalitions that help mobilize resources and influence systems, change relationships among partners, and stimulate change in policies, programs, and practices.

- E. Creating Safe and Health-Promoting Environments:** Working together to implement policies and make changes in the physical environment (e.g., streets, parks, homes, etc.) to give community members the best chance to be safe and healthy.
- F. Direct Service:** Activities that assist an individual or family and are generally for educational purposes only (to provide information or case management) and do not assist in impacting a policy or system.
- G. Environmental Change:** Changes (physical/structural/cultural) in environment that supports improved health, housing, economic opportunities, and community connection; potential overlaps with Policy and Systems Changes.

Examples of Environmental Change: Changes to a physical location to make services or programs more accessible; changes to programs or services within a school district/school environment to increase participation in services/programs; changes to the built environment (incorporating bike paths, etc.).

- H. Equity:** means giving everyone what they need to be successful, as opposed to equality, which means treating everyone the same.
- I. Evaluation:** Evaluation is a systematic process to determine the merit, worth, value or significance of a program, activity, or process. It uses social research methods to provide feedback on value or impact. Best Starts will use headline indicators to evaluate the whole initiative's progress and impact, and performance measures to evaluate each program's progress and impact. (American Evaluation Association).
- J. Goal:** a specific, measurable, actionable, realistic, and timely action that you are trying to do or achieve.
- K. Health Equity:** Attainment of the highest level of health for all people. Health Equity means ensuring that all people have full and equal access to opportunities that enable them to lead healthy lives, regardless of who they are and where they live.

- L. Health Inequity:** Differences in health that are avoidable, unfair, and unjust. Health inequities are affected by social, economic, and environmental conditions. (Healthy People 2020)
- M. Institutional Change:** Refers to a process by which an organization, agency, school district etc., is remodeled through updated internal behaviors, policies, and processes. Impact is focused on individual organization and does not usually reflect cross-sector collaboration.
- N. Policy Change:** Organizational, Legislative, or Regulatory changes that have happened because of this project can include the passing of laws, ordinances, resolutions, mandates, regulations, or rules. This policy change may consist of “Big P” or “Small p” change:
- Big “P” Policy Change:** Legislative changes (e.g., House Bill, Senate Bill) and judicial decisions. Typically, some bill or ordinance # is attached to it. It can be statewide or in smaller jurisdictions (County, city).
- Small “p” Policy Change:** This often requires some council, board/committee, or executive approval. It includes securing the governmental/jurisdiction budget associated with a big "P" policy. It also includes passing policies within an institution (private or public).
- O. Racial Equity:** Racial Equity is the condition that would be achieved if one's racial identity no longer predicted, in a statistical sense, how one fares in life. When we use the term, we are thinking about Racial Equity as one part of racial justice, and thus, we also include work to address the root causes of inequities, not just their manifestation. This includes eliminating policies, practices, attitudes, and cultural messages that reinforce differential outcomes by race or fail to eliminate them<sup>1</sup>.
- P. Reducing Exposure to Unhealthy Substances and Dangerous Products:** Decreasing access to or contact with harmful substances such as tobacco, vapors, marijuana, and other drugs. Reducing youth access to firearms/guns.
- Q. Reducing Exposure to Unhealthy Foods:** Decreasing access to or contact with unhealthy food such as high-sugar or high-sodium processed convenience food; or high calorie and nutrient poor food.
- R. Systemic/Systems Change:** "A system is a group of interacting, interrelated, and interdependent components that form a unified whole. A system’s overall

---

<sup>1</sup> <https://www.racialEquitytools.org/glossary> (link from King County site: <https://kingcounty.gov/elected/executive/Equity-social-justice/tools-resources/Racial-Justice.aspx>)

purpose or Goal is achieved through the actions and interactions of its components. While systems are everywhere—they can be ecological, mechanical, organizational, political, cultural, etc."

**Systems Change Definition:** Involves organized efforts to improve a system and its impact in one or more of these five areas: Context, components, connections, infrastructure, or scale.

**Context:** Improvement in the context that surrounds the system so it produces policy and funding changes needed to create and sustain the change

**Components:** Program and services developed or changed within the system

**Connections:** Improving Linkages across system components

**Infrastructure:** Developing system supports to improve efficiency and quality

**Scale:** Increasing access more broadly

Examples of Systems Changes: Implementing Policy Change within a system or across new programs or services; MOUs across systems; cross-system training implemented as a practice; data sharing, referral and follow-ups across systems; improvement in program quality and efficiency; better outcomes for clients that can be measured; increased access that can be measured; increased funding for a service or a program; leveraged funding.

**S. Youth Engagement:** Young people's involvement in responsible, challenging actions to create positive social change.

**T. ZoomGrants:** an online application portal where applicants can access and view RFP information and submit bids for programs/services outlined in the RFP.

## 10. RFP and Contract Terms

### A. RFP Terms

#### 1. Revisions to the RFP

If PHSKC determines in its sole discretion that it is necessary to revise any part of this RFP, an addendum to this RFP will be posted on ZoomGrants. For this purpose, the published questions and answers and any other pertinent information will also be provided as an addendum to the RFP and will be placed on ZoomGrants.

PHSKC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## 2. Cost to Propose

PHSKC will not be liable for any costs incurred by the applicant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related in any way to this RFP.

## 3. No Obligation to Contract

This RFP does not obligate PHSKC to enter into any contract for services specified in this proposal.

## 4. Rejection of Proposals

PHSKC reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue any contract as a result of this RFP.

## 5. Acceptance Period

Proposals must provide sixty (60) calendar days for acceptance by PHSKC from the due date for receipt of proposals.

## 6. Best and Final Offer (BAFO)

PHSKC reserves the right to use a BAFO before awarding any contract to further assist in determining the successful Applicants. Terms of the BAFO will be communicated by the RFP Coordinator.

## 7. Award

Final selection of awardees may be made by King County division and department directors based upon final calculations and recommendations from the RFP review panel. PHSKC will execute contracts based upon the final selections.

PHSKC intends to award one or more contracts to potential Applicants. The RFP Coordinator will notify all Applicants in writing of the acceptance or rejection of their RFP. Written notification will be sent via email to the email address(s) submitted on the cover sheet.

## 8. Protest

King County has a process in place for receiving Protests / Appeals based upon the RFP or contract awards. The Protest / Appeal procedures are available at

<https://kingcounty.gov/legacy/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx>

## **B. Contract Terms**

### 1. King County Boilerplate

Organizations awarded through this procurement process will contract with King County. Funded organizations will be required to meet baseline requirements, including insurance, equal employment opportunity, record keeping, and more. An example of these terms is available in the ZoomGrants documents.

A contract may be negotiated with the applicants(s) whose proposal would be most advantageous to King County in the opinion of the County, all factors considered.

The contents of the selected applicant's proposal shall become contractual obligations if a contract ensues.

A contract between the selected applicant(s) and King County shall include the contract instrument, the original RFP as issued by King County, the response to the RFP, and any other documents mutually agreed upon. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.

### 2. Equity and Social Justice

In order to effectively operate and provide services within a culturally responsive framework, an organization shall intentionally consider Equity and integrate it into its values and principles, decisions and policies. King County expects funded organizations to incorporate a racial and equity lens in their service delivery models and administration in order to challenge systemic and structural inequality, reduce prejudice and racism, and advance Equity. As part of this effort, organizations will be asked to provide individual-level demographic information (including zip codes) to inform analysis and understanding of barriers created by institutional racism. See Data Collection and Reporting below.

### 3. Performance Measurement and Evaluation

The primary purpose of performance measurement and Evaluation is to use data to inform ongoing work, understand which activities are effective and why, and support shared and transparent responsibility for your programs' success.

Another key purpose is to comply with initiative reporting requirements and offer transparency to the public about the programs we fund and their outcomes. If awarded funds through this RFP, there is an expectation that awardees will collect data aligned with the Goals of this RFP.

Best Starts will work in partnership with funded organizations to develop a performance measurement and Evaluation plan for funded programs. The plan will include key performance measures, type of data collection (individual client-level, aggregate, and/or qualitative data), and quality improvement activities.

Part of the process of developing performance measurement plans will be conversations about program Goals and how to know if participants are “better off”. What change is your program trying to create and why? What will tell us when program adjustments are necessary? How will we know that the adjustments are working?

Performance measures are developed in partnership by the funded organization with King County and are informed by the program’s model and purpose. As programs grow and evolve within the award period, King County staff will be available to make any necessary adjustments to the Evaluation plan in collaboration with the funded organization. Programs which set performance targets may collect baseline data in advance of target-setting.

Partners that are awarded funded will be asked to create a performance measurement plan that answers these three questions, using the below performance measures:

- 1. How many people were served/reached by this program?**
- 2. How well did your program serve people?**
- 3. How are those you served better off?**

**Performance Measures may include the following:**

- Number of people trained
- Number of trainings, workshops held
- Number of connections made or strengthened
- Number of systems and environments improved
- Number of policies changed
- Number of people impacted

**4. Data Collection and Reporting**

Data collection types detailed in the Evaluation plan may include:

**a. Aggregate-Level Data**

When appropriate for the program model, aggregate-level data will be reported by the funded program and will typically be reported quarterly.

Aggregate-level data may include demographics (including zip codes), basic information about services provided, and outcome information of those services.

**b. Qualitative Data**

When appropriate for the program model, qualitative data (such as from focus groups, open-ended surveys and questionnaires and interviews) may be reported by the funded program.

**c. Report monthly/quarterly on progress**

Grantees will discuss progress with HSE staff by phone or in person at a mutually agreed upon time on a monthly basis. In addition, Grantees and HSE staff may meet in person or virtually at least quarterly to learn more about the project, provide technical support if needed, and ensure grantee has appropriate support to successfully complete the project. Grantees will complete a final written report at the end of the project/fiscal period and report on performance either quarterly or every 6 months.

**d. Narrative Reports**

Funded organizations will submit annual narrative reports to share information about successes, challenges, system change efforts and other requested information.

**e. Work collaboratively**

Public Health-Seattle & King County and the Department of Community and Human Services will provide and coordinate technical assistance to support the outcomes in the subsequent agreements. Grantees will work with Public Health/Best Starts staff to incorporate appropriate technical assistance into the project and to identify assistance as needed as the project progresses. Examples of areas of technical assistance are Health Equity, building partnerships, communications, Evaluation, policy development, adapting or identifying evidence-based/promising practices, and outcome-specific assistance. Public Health/Best Starts staff may provide assistance directly, coordinate assistance from contracted providers, coordinate peer-to-peer networks, and, in some cases, identify additional technical assistance providers.



## 5. Public Records Act

- a. **Washington** State Public Records Act (RCW 42.56) requires public organizations in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act or are otherwise privileged.
- b. All submitted proposals and RFP materials become public information and may be reviewed by anyone requesting to do so at the conclusion of the RFP, negotiation, and award process. This process is concluded when a signed contract is completed between the County and the selected applicant.
- c. Proposals submitted under this RFP shall be considered public documents and with limited exceptions, proposals that are recommended for contract award will be available for inspection and copying by the public.

If a applicant considers any portion of his/her proposal to be protected under the law, the applicant shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” PROPRIETARY” or “BUSINESS SECRET.” The applicant shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential. If a request is made for disclosure of such portion, the County will review the material in an attempt to determine whether it may be eligible for exemption from disclosure under the law. If the material is not exempt from public disclosure law, or if the County is unable to make a determination of such an exemption, 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 fails or neglects to take such action within said period, the County will release the portion of the proposal deemed subject to disclosure. By submitting a proposal, the applicant assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure. Please notify the County of your needs through the Contact Admin tab in ZoomGrants and reference the table information below.

Type of Exemption	Beginning Page / Location	Ending Page / Location

--	--	--

#### 6. American with Disabilities Act

King County complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFP Coordinator to receive materials for this RFP in alternative formats, such as Braille, large print, audio tape, or computer disc.

#### 7. Language *Accessibility*

Upon request, this RFP can be made available in other languages.

## 11. List of Attachments

- A. Application
- B. Narrative Questions
- C. Budget Template
- D. Acceptance of Potential Agreement Terms and Conditions
- E. Sample Terms and Conditions

# Attachment A

## Healthy & Safe Environments

<b>Organization Name</b>	
<b>Total amount requested</b>	
<b>Short summary of project (2-4 sentences)</b>	

## Investment Areas Your Proposal Relates to:

(Check all that apply)

- Healthy Food/Food Access**- Increase Access to Healthy Foods/reduce exposure to unhealthy foods
- Physical Activity**- Increase Access to Safe Physical Activity
- Unhealthy Substances and Dangerous Products**- Reduce exposure to harmful substances and dangerous products
- Safe & Health Promoting Environments** - Develop safe and health promoting environments

## Which communities or population(s) does your proposal focus on?

Please check all that apply. If the population you are proposing to impact is not listed, please describe your population in the "Another population" box.

### Age Group:

- Prenatal to 5 years
- 5 to 24 years
- Another age group, specify: \_\_\_\_\_

### Race/ethnicity:

- American Indian or Alaska Native, specify name of tribe(s): \_\_\_\_\_
- Asian
  - Asian Indian
  - Chinese
  - Filipino
  - Japanese
  - Korean
  - Vietnamese
  - Another Asian, specify: \_\_\_\_\_
- Black or African American
  - Somali
  - Ethiopian
  - Another Black or African American, specify: \_\_\_\_\_
- Hispanic or Latino/a
  - Mexican, Mexican American, Chicano
  - Cuban or Puerto Rican
  - Another Hispanic, Latino (a), or Spanish origin, specify: \_\_\_\_\_
  -

- Native Hawaiian or Pacific Islander
  - Native Hawaiian
  - Samoan
  - Another Pacific Islander, specify: \_\_\_\_\_
- White
- Another race/ethnicity, specify: \_\_\_\_\_

**Place**

- All of King County
- North King County
- East King County
- South King County
- City of Seattle, specify neighborhood(s): \_\_\_\_\_
- Other city or neighborhood in King County, specify: \_\_\_\_\_

**Additional categories**

- Ability/Disability, specify: \_\_\_\_\_
- Immigrant/Refugee, specify: \_\_\_\_\_
- Low-income, specify: \_\_\_\_\_
- LGBTQ+, specify: \_\_\_\_\_
- Another population, specify: \_\_\_\_\_
- Another population, specify: \_\_\_\_\_
- Another population, specify: \_\_\_\_\_
- Another population, specify: \_\_\_\_\_

**Implementing this project will contribute to which changes:**

**Individual level**

- Decrease use of alcohol or drugs
- Increase eating of fruit and vegetables
- Increase involvement in physical activity
- Decrease access to and use of dangerous products
- Improve feelings of safety
- Decrease asthma
- Other: \_\_\_\_\_

**Community level**

- Increase access to healthy affordable food
- Create environments that promote and support physical activity
- Decrease density of retailers of unhealthy substances and dangerous products
- Decrease crime rates
- Increase availability of quality, affordable housing
- Decrease intentional and unintentional injuries
- Other: \_\_\_\_\_

# Attachment B

## Project Narrative

Please address all of the questions below in a 4-to-5-page single-spaced narrative. The narrative should be no smaller than a 12-point font. Please ensure that there is sufficient detail in your narrative for reviewers to have a clear understanding of your chosen strategies and approaches.

We recommend you review the **Additional Information Section** in the RFP for data to help you with your proposal.

### **1. Proposed Project(s)**

How does this project add to or change existing work? What Goal(s) related to Policy, Systems, and Environmental Changes are you trying to achieve? How will you accomplish these Goals? Specifically, how will your project impact the selected/proposed population(s)?

### **2. Health Equity/Equity**

What health inequities/disparities will this project address? What data or community information demonstrates that this is a Health Inequity? How will Equity be incorporated throughout your work (i.e., planning, implementation, etc.)?

### **3. Youth and Community Engagement**

What is your experience with the community and/or population you **propose** to impact? How will youth/young people be engaged? What role will youth/young people play in developing, implementing, and evaluating *this project*? Please describe how will you engage the proposed community and/or population?

### **4. Evaluation**

How will you know if the project you are proposing has succeeded? What is your plan for capturing this information?

### **5. What else would you like to share?**

# ATTACHMENT C


## Budget

The budget proposal submitted must reflect the cost of the work you will do to reach the selected community/population





# Attachment E

<b>Public Health</b> Seattle & King County 	<b>COMMUNITY SERVICES AGREEMENT</b>	<b>PHSKC Agreement #</b>				
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).						
<b>RECIPIENT NAME</b>	<b>RECIPIENT FEDERAL TAX ID #</b>					
<b>RECIPIENT ADDRESS</b>	<b>RECIPIENT CONTACT &amp; EMAIL ADDRESS</b>					
<b>PHSKC DIVISION</b>	<b>PROJECT TITLE</b>					
<b>AGREEMENT START DATE</b>	<b>AGREEMENT END DATE</b>	<b>AGREEMENT MAXIMUM AMOUNT</b>				
<b>FUNDING DETAILS</b> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><u>Funding Source</u></td> <td style="border: none;"><u>PHSKC Contract #</u></td> <td style="border: none;"><u>Amount</u></td> <td style="border: none;"><u>Effective Dates</u></td> </tr> </table>			<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>
<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>			
<b>FUNDING SUMMARY</b>	FEDERAL:	COUNTY:	STATE:	OTHER:		
<b>IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT:</b>						
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b>						
<p>In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (<a href="http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx">http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx</a>), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.</p>						
<b>RECIPIENT SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE SIGNED</b>				
<b>PHSKC SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE SIGNED</b>				

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY  
 (This form is available in alternate formats for people with disabilities upon request.)

## **KING COUNTY TERMS AND CONDITIONS**

### **1. Agreement Term and Termination**

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

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

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

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

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

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

### **2. Compensation and Method of Payment**

- A. the County shall compensate the Recipient for satisfactory completion of the services and requirements specified in this Agreement payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.
- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted

by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any later invoice.

- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
  - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
  - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
  - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
  - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

### **3. Internal Control and Accounting System**

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

### **4. Debarment and Suspension Certification**

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

into a sub-agreement with a person or entity that is debarred, suspended, or proposed for debarment. The Recipient will notify King County if it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

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

- A. The Recipient shall maintain for a period of six years after termination of this Agreement accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following for a period of six years after termination of this Agreement:
  - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all entities seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

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

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the

evaluation of the Recipient’s performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

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

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

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

**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](mailto: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	
<b>Gross Revenue</b>	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.
<b>Required Documentation</b>	<ul style="list-style-type: none"> <li>• Form 990 within 30 days of its being filed; and</li> <li>• A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> <li>• Income tax return; and</li> <li>• A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
<b>Due Date</b>	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 Recipient may request, and in the County' sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Recipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Recipient's Board of Directors.

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

**8. Corrective Action**

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

- A. The County will notify the Recipient in writing of the nature of the breach;
- B. The Recipient shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach., which shall not be more than thirty (30) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.
- C. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County.
- D. If the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Agreement in whole or in part pursuant to Section 1..
- E. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- 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. Contractor'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. Contractor 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 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 attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. [Title 51 RCW](#). 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 Contractor:**

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 this insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

**12. Assignment/Sub-agreements**

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this



Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph.”

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

The Recipient shall comply with all 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/healthservices/health/partnerships/contracts>; Recipients 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 <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.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 contract, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 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 Contract requires prior written approval from the County.
- D. All Equipment purchased under this Contract 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 Contract:

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 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 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 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.

C. 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 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**