

Request for Proposals # 2024CHS544RFP

ADVERTISED DATE:

Title: Health Care for the Homeless 2025 - 2027 330h Funding Solicitation

Due Date and Time: No later than Mar 18, 2024, 05:00 PM

Contract Specialist: Saba Al Harazi

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

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

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

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

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

Signature

Date

Printed Name & Title

Proposer Information

Organization Name: _____

Address: _____

Primary Contact Information

Name, Title, and Email Address: _____

Secondary Contact Information

Name, Title, and Email Address: _____

THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.

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

RFP Summary

Summary Description

As part of its ongoing commitment to improving access to high quality and low-barrier health care for people experiencing homelessness in King County, the Health Care for the Homeless Network (HCHN) of PHSKC, is offering interested organizations an opportunity to apply for funds. This Request for Proposals (RFP) pools available federal and local funds for solicited services to be awarded to competitive organizations serving homeless and unhoused communities across King County.

Pre-Proposal Conference

Public Health – Seattle & King County (PHSKC) will **conduct 3 pre-Proposal** conferences for this RFP. These conferences will be an opportunity for interested organizations to hear more about the program and to ask questions about the program and/or the Proposal process.

- **Monday, Feb 12th 1:30 - 3:00 King County Auburn Library (Hybrid in-person/[online](#))**
 - 1102 Auburn Way S, Auburn, WA 98002
 - Meeting ID: 842 2211 0645 Passcode: 439242
 - One tap mobile +12532050468,,84222110645#,,,,*439242#
- **Tuesday, Feb 13th 12:30 - 2:00 King County Federal Way Library (Hybrid in-person/[online](#))**
 - 34200 1st Way S, Federal Way, WA 98003 Meeting room #1
 - Meeting ID: 830 1293 1721 Passcode: 138636
 - One tap mobile +12532050468,,83012931721#,,,,*138636#
- **Thursday, Feb 15th 10:30am-12pm Zoom meeting ([online only](#))**
 - Meeting ID: 875 3930 1428 Passcode: 318943
 - One tap mobile +12532050468,,87539301428#,,,,*318943#

Schedule

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

DATE	EVENT
February 05, 2024	Request for Proposals issued
February 12,13, 15, 2024	Pre-Proposal Conference (see above for details)
Friday, Feb 16, 2024	Final Day to ask questions
Friday, Feb 19, 2024	Final Addendum issued (if necessary)
Monday, March 18, 2024	Proposals due no later than 5:00pm
March 25- April 24, 2024	Interview/scoring date range (tentative)
May 19, 2024	Notice of Selection (tentative)
January 1, 2025	Agreement start date (tentative)

What to Submit

Please submit one application per Agency regardless of the number of scopes you are applying for.

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

1. Completed and signed RFP cover page.
2. Complete Organization Questionnaire & Service Narrative – Attachment A
3. Complete Budget Template (one per agency) – Attachment B
4. Complete Budget Justification (one per agency) – Attachment C
5. Your organization’s most current Strategic Plan or Annual Report
6. Most recent financial audit and management letter (if applicable).

How will Proposers be evaluated?

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

Your application will receive a score of up to 105 points for the written application, and 30 points for the interview portion (if recommended by RFP interview panel). Criteria for those points are as follows:

SITE AND AGENCY QUALIFICATIONS		
HIGH	LOW	POINTS
<p>Experience</p> <ul style="list-style-type: none"> ▪ More extensive experience providing scope of service or similar to focus population ▪ Experience applying anti-racist principles to their work 	<p>Experience</p> <ul style="list-style-type: none"> ▪ Little or no experience providing scope of service or similar to focus population ▪ Minimal evidence of experience applying anti-racist principles 	10 Points
<p>Organizational Capacity</p> <ul style="list-style-type: none"> ▪ Evidence of adequate supervisory capacity for staff required to perform the scope of work. ▪ Evidence that agency has the ability to collect, report, and safeguard patient-level data according to privacy regulations ▪ Evidence of a quality assurance approach that ensures agency has capacity to provide consistent high-quality services ▪ Evidence of staffing continuity plans to ensure back-up staffing to for staff time off and staffing vacancies ▪ Demonstrated success in retaining staff including staff of color; strong effort to improve retention is evidenced ▪ Financial controls enable detailed program expenditure tracking and monthly invoicing for reimbursement. 	<p>Organizational Capacity</p> <ul style="list-style-type: none"> ▪ Supervisory capacity inadequate for providers required to perform the scope of work. ▪ Limited ability/experience collecting and safeguarding patient-level data ▪ Quality assurance practices are limited or insufficient to ensure quality services ▪ Unclear or absent plan to cover short or long-term staffing vacancies ▪ Challenges with long term staff retention and no evidence of effort to address ▪ Limited ability to track expenditures to award and provide reporting of detailed expenditures ▪ Unclear how agency will serve individuals regardless of ability to pay 	10 points

- Evidence of commitment to sliding scale fee policy

Equity

- Demonstrates an understanding of fundamental equity concepts and commitment to change towards more equitable systems.
- Demonstrates how equity principles and practices are integrated into programs to address health disparities
- Demonstrates how equity practices are embedded in their own organizational practices (hiring, staff advancement, professional development, staff engagement, and internal accountability.)
- Demonstrates competency serving top three language groups for proposed population/geography
- Well-defined organizational mission/vision and/or other items demonstrating commitment to racial equity

Equity

- Foundational equity concepts are not described sufficiently or are described inaccurately
- Equity frameworks are not used OR they are considered separately rather than integrated into programs
- Does not—as an organization— have a demonstrated commitment to equity
- Strategies to serve top three language groups are vague or deficient
- No organizational mission/vision and/or other items demonstrating commitment to racial equity included

20 Points

WELL-DEFINED PROGRAM		
HIGH	LOW	POINTS (55)
<p>Approach</p> <ul style="list-style-type: none"> ▪ Clients are provided opportunities for input and it is integrated into program design and evaluation in a meaningful way ▪ Applicant provides a detailed plan for how the scope(s) of services will be accomplished. ▪ Activities are well matched to focus population and geography; equity considerations are clearly addressed. ▪ The plan outlines discreet activities as well as encounter types and targets/outcomes/visits to be achieved (aligned with Table 1). ▪ The proposed processes reflect best practices are a good fit for the focus population and provide an appropriate level of support ▪ The plan provides details on staff qualifications and levels appropriate for the scope of services and target number of patients/visits. 	<p>Approach</p> <ul style="list-style-type: none"> ▪ Integration of client input is either absent or minimal ▪ Plan for proposed services is general or vague. ▪ Proposed activities are not matched to focus population or geography; equity considerations are not apparent. ▪ Strategies and activities are not clearly connected to targets/ outcomes/visit /encounter types ▪ Knowledge of best practices is not integrated into how the applicant does its work. ▪ Staffing levels are not adequate or do not include appropriately qualified personnel. ▪ Patient targets are misaligned with staffing levels. 	20 points
<p>Partnerships and Collaboration</p> <ul style="list-style-type: none"> ▪ Provides clear and specific mechanisms and agreements to maximize coordination of care between applicant agency and partner organizations and avoid duplication. ▪ Describes approaches for ensuring interdisciplinary, integrated services provided with team-based approach ▪ Clear and specific mechanisms to link clients to appropriate ancillary services ▪ Interagency partnerships demonstrate access to space; commitment to participate in care coordination 	<p>Partnerships and Collaboration</p> <ul style="list-style-type: none"> ▪ Mechanisms to coordinate care are vague or not appropriate to focus population ▪ Interdisciplinary team-based approach is not part of service model ▪ Plan to link clients to ancillary services is vague or not appropriate for focus population ▪ Partnership descriptions vague or lacks required commitments 	15 points
<p>Philosophy</p> <ul style="list-style-type: none"> ▪ Demonstrates alignment of agency's philosophy of care with that of the Health Care for the Homeless Network, including trauma-informed, harm reduction, strength-based, equity focused ▪ Provides specific examples of philosophy implementation in proposed scopes 	<p>Philosophy</p> <ul style="list-style-type: none"> ▪ Concepts of trauma-informed care, harm reduction, strengths-based care and racial equity are not described sufficiently or are described inaccurately ▪ Unclear how philosophy would be implemented in proposed scopes 	10 points

ADDITIONAL CONSIDERATIONS		
HIGH	LOW	POINTS (30)
Budget <ul style="list-style-type: none"> ▪ Clearly itemizes costs and provides a rationale ▪ Includes reasonable estimate for patient generated revenue given FTE and scope of services (if applicable) ▪ Includes adequate staffing to complete the scope of work; staff are employed by the agency (not contract); reasonable pay difference between management and front-line staff ▪ Can feasibly be spent down in the contract period 	Budget <ul style="list-style-type: none"> ▪ Is vague or missing a rationale ▪ Includes too little or too much PGR ▪ Includes too many or too few staff to complete the scope of work; significantly under or overcompensates staff ▪ Cannot be feasibly spent down in the contract period 	10 points
Site(s) <ul style="list-style-type: none"> ▪ Selected site(s) aligns with priorities of racial equity, low barrier, serving the most vulnerable populations 	Site(s) <ul style="list-style-type: none"> ▪ Selected site(s) not well justified in terms of unmet need, promoting racial equity, low barrier, serving the most vulnerable populations 	5 points
Hours <ul style="list-style-type: none"> ▪ Proposes flexible hours to provide services during non-business hours 	Hours <ul style="list-style-type: none"> ▪ Limited flexibility in hours, or services only provided during business hours 	5 bonus points
WRITTEN RESPONSE TOTAL		100 (105) points
Oral Interview (if recommended by RFP review panel)		30 points

If Selected, what are the next steps?

A representative of the PHSKC program will reach out to the awarded Proposer to begin negotiations on the program elements of the Agreement. The Proposer shall submit within five (5) Days of notification from the County the following:

- Insurance certificate and endorsement meeting the levels of coverage set forth below.
- King County Substitute W-9 (if not on file with the County within the past two (2) years).
- King County Responsibility Detail & Attestation Form
- The Substitute W-9 and the Responsibility Detail & Attestation forms are available for download at <https://kingcounty.gov/depts/finance-business-operations/procurement/forms.aspx>.

General Insurance Requirements for the selected Proposer are contained 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

Part 1: Background

Leading with Equity

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. 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. The County seeks 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.

In June 2020, King County and Public Health -Seattle & King County (PHSKC) endorsed Dr. Camara Phyllis Jones's declaration that racism is a public health crisis. King County is prioritizing racial justice as part of our government work overall and implementation of our Equity and Social Justice (ESJ) Strategic Plan. We are intentionally leading with racial justice to confront the historical and racial inequities that continue to exist in our community and our organization. These racial inequities affect all of us and our ability to live well and thrive. More info:

<https://www.kingcounty.gov/elected/executive/equity-social-justice/>

Health Care for the Homeless Network (HCHN)

As part of its ongoing commitment to improving access to high quality and low-barrier health care for people experiencing homelessness in King County, the Health Care for the Homeless Network (HCHN) of PHSKC, is offering interested organizations an opportunity to apply for funds. This Request for Proposals (RFP) pools available federal and local funds for solicited services detailed in Part 2: Scopes of Work.

PHSKC's Health Care for the Homeless Network is a federally qualified health center 330(h) homeless grantee under the Health Resources and Services Administration (HRSA), Bureau of Primary Health Care. HCHN provides health care services to people experiencing homelessness in King County and leadership to help change the conditions that deprive our neighbors of home and health. HCHN currently collaborates with 16 community-based partner agencies in serving homeless adults, families, and youth/young adults. These agencies send care providers to over 200 locations throughout King County to meet people where they are, both geographically and in terms of their readiness for services. Interdisciplinary, interagency care teams integrate a broad range of medical, mental health, substance use, case management, and health access services using a philosophy of care that is centered on human rights, equity, strengths-based care, harm reduction, and trauma-informed care (see the [HCHN Philosophy of Care](#)). In addition, HCHN strives to center the voices of people with lived experience of homelessness at all levels, from program design/implementation to staffing/leadership.

Strategic Priorities

HCHN's work is designed to align with Public Health – Seattle and King County goals of promoting health, preventing disease, and helping to assure access to high quality health care for all. HCHN is led by its Governance Council which is made up of subject matter experts, including those with lived experience in homelessness, from throughout the region with the experience, knowledge, and information to aid county leaders as they consider policies, investments and outcomes related to delivering effective health care services to people experiencing homelessness. 2025-2027 priorities as they relate to this procurement include:

- Expand Medical Respite across the County and provide more spaces to rest, recover, and receive end of life care, with focus on stabilization
- Expand SUD and overdose prevention services, in alignment with County-wide efforts
- Prioritize equity, with explicit focus on racism, sexism, and invisible homelessness
- Focus on enhancing linkages to medical, behavioral health, and enabling services within healthcare systems, prioritizing patient navigation and warm hand-offs
- Expand services for older adults (including ages 50+)
- Reinforce existing programs and expand access for youth/young adults to medical, behavioral health, and enabling services; incorporate peer support and embed in schools
- Prioritize outreach services, and ensure collaboration between providers to reduce gaps
- Maintain and expand capacity in South King County, with special focus on services at encampments

In order to maximize the effectiveness of local and federal resources, preference will be given to applications that leverage patient-generated revenues (PGR) for billable clinical services provided.

In alignment with King County's continuum of care (CoC) priorities, this RFP will give preference to applications that:

- Address racial disproportionality, and specifically advance the goal of reducing homelessness for people of color and the American Indian/Alaska Native (AI/AN) population.
- Demonstrate low barriers to program entry.
- Prioritize homeless individuals and families with the most severe service needs.

Investment available

\$8.1 million is the total annual funding amount available through this procurement process. *No new funds beyond those currently contracted are available in this procurement.* Funding amounts by scope of service are detailed in Part 2 Table 1. The number of awards made for each scope of service will depend on the amounts requested and the evaluation of responses. In addition to federal funds, this RFP also includes funding designated by the King County Veterans Seniors and Human Services Levy, City of Seattle, and King County Mental Illness and Drug Dependency (MIDD) Behavioral Health sales tax. Once service providers are selected through this RFP, Public Health will negotiate specific contract provisions and allocate specific fund sources to best meet community need and comply with funder requirements.

The timing of this RFP is driven by an upcoming three-year project period application that PHSKC-HCHN intends to submit to HRSA in summer 2024 in order to sustain the federal 330(h) grant for 2025-2027. Entities selected under this RFP would be named in that grant application as contractors or sub-recipients with the intent that funding would continue for the three-year period 2025-2027, pending approved renewal of federal and local funds, compliance with contract requirements, and successful implementation of the scope of work. Anticipated

deficits in the 2025 King County budget may also impact future funding availability. All funding is awarded in one-year allocations and subject to King County and Public Health budget approval processes.

Minimum Qualifications for scopes 1-4¹:

- A. Eligible organizations include public, nonprofit private entities and faith-based organizations. Examples of eligible organizations include community health centers, hospitals, community-based organizations, tribal health organizations, substance use disorder service programs and mental health agencies.
- B. Three years of experience providing services to one or more of the identified focus populations (see Part 2 below).
- C. Three years of experience providing recognized best and promising practices that align with the [HCHN Philosophy of Care](#).
- D. Three years of experience ensuring interagency communication to optimize care coordination for the focus population.
- E. Three years of experience providing culturally and linguistically appropriate services.

Minimum Qualifications for Scope 5 (Highly Impacted Communities)

- A. Eligible organizations include public, nonprofit private entities and faith-based organizations. Examples of eligible organizations include community health centers, hospitals, community-based organizations, tribal health organizations, substance use disorder service programs and mental health agencies.
- B. Two years of experience providing services to one or more of the identified focus populations (see Part 2 below).
- C. Two years of experience providing recognized best and promising practices that align with the HCHN Philosophy of Care.
- D. Two years of experience ensuring interagency communication to optimize care coordination for the focus population.
- E. Two years of experience providing culturally and linguistically appropriate services.

Agency Capacity

Capacity building supports will be available for smaller organizations who are selected for funding – see Part 5 below. Organizations will be asked to demonstrate in their application the following capacities:

- Financial controls that enable your organization to link specific program expenditures to HCHN awarded funds in your accounting system.
- Ability to submit monthly detailed information on grant expenses, with each individual expense item listed separately by line (aka line-item detail).
- Ability to cover the up-front costs for staff and other associated programmatic expenses and expect monthly reimbursement for your documented expenses. (This is known as a cost-reimbursable contract)
- Utilize paid agency staff (not volunteers or short-term consultants) for HCHN-funded staff positions as well as positions necessary to maintain grant compliance.
- Provide qualified supervisory capacity via paid agency staff (not volunteer or short-term consultants) for licensed clinicians and non-licensed providers required to perform the scope of work.
- Track data at the individual patient and visit level (through electronic medical/health record, excel spreadsheet, or other database management system), and be able to submit that data on HCHN patients/clients monthly
- Have in place staffing continuity plans with the goal of ensuring back-up staffing to cover staff time-off and staffing vacancies for positions funded by HCHN
- Ability to meet all other [county contracting requirements](#).

Other Requirements

Contractor staff members will participate in the quarterly meetings of the Health Care for the Homeless Network which are convened for the purposes of training staff on homeless health topics, improving collaboration across HCHN teams, and development and implementation of Network-wide quality improvement activities. Please refer to Sample Contract (Attachment E) for additional conditions and requirements for data submission and fiscal compliance.

¹ Note: Applicants that do not demonstrate meeting A-E above will be deemed ineligible.

Part 2: Scopes of Work

HCHN provides a wide array of health care and related supportive services to people experiencing homelessness (all 5 scopes) and low-income seniors who may or may not be experiencing homelessness (Scope 4 only). This document includes 5 specific scopes of work for which Public Health is seeking applicants. Applicants will need to be ready to implement the scope of work beginning January 1, 2025.

HCHN seeks to use this procurement process to ensure, to the extent possible, that each subpopulation is reached within each geographic region. Applicants can apply for any or all of the five scopes of work, can apply to serve any or all of the four geographic areas, and can apply to serve any or all of the four focus populations.

Focus populations:

Individuals experiencing homelessness who are:

- A = Adults
- Y/YA = Youth/Young Adults (age 12-26)
- F= Family shelter residents
- S= Seniors (age 55+)
- S+= Seniors (age 55+) who may or may not be homeless (Scope 4 only)

Geographic Areas:

- **Seattle** = all areas within Seattle city limits
- **N. King County** = all areas north of Seattle city limits (Shoreline, Lake Forest Park, Kenmore, Bothell, Woodinville)
- **E. King County** = all areas east of Seattle city limits (Bellevue, Kirkland, Redmond, Newcastle, Mercer Island, Issaquah, Sammamish, Carnation, Duvall, Snoqualmie, North Bend, Skykomish)
- **S. King County** = all areas south of Seattle city limits (Renton, Tukwila, SeaTac, Burien, Normandy Park, Des Moines, Kent, Federal Way, Auburn, Covington, Maple Valley, Black Diamond, Auburn, Enumclaw)

The current list of sites where HCHN services are delivered by contracted providers is available in Attachment F. Applicants can propose additional sites/locations instead of and/or beyond those existing. Proposed locations should provide opportunities for integration of multiple services for focus populations.

Table 1: Scopes of Service Summary

#	Scope category	Provider types*	Encounter types	Outcomes	Estimated annual funding & estimated number of awards**
1	Medical care	-Licensed medical prescribers -Registered nurses -Clinical support staff (e.g. medical assistants, health educators***, patient services specialists, community health workers, medical case managers***)	-Medical visits -Substance use disorder (SUD) visits -Telehealth visits	-Patients receiving medical and/or integrated behavioral health services -Patients linked to specialty care -Patients linked to additional physical or behavioral health care, including vision or dental -Patients linked to mental health or substance use treatment, inclusive of intervention and aftercare -Patients tested for HIV -Patients with controlled diabetes and/or hypertension	\$4,500,000 Minimum of 4 awards
2	Behavioral Health	-Licensed mental health provider -Licensed social workers -Psychiatrists and psychiatric advanced registered nurse practitioners -Outreach worker -Chemical dependency specialist -Harm reduction specialist -Community health workers -Peer advocates -Case managers*** -Non-licensed mental health professionals	-Substance use disorder (SUD) visits -Mental health visits -Outreach and engagement visits	- Patients receiving behavioral health services - Clients linked to mental health or substance use treatment -Clients linked to physical and behavioral health services, including dental and vision -Clients received outreach and case management services -Patients screened positive for depression that have follow-up plan -Patients linked to additional mental health or substance use treatment, inclusive of intervention or aftercare	\$1,000,000 Minimum of 3 awards

#	Scope category	Provider types*	Encounter types	Outcomes	Estimated annual funding available & estimated number of awards****
3	Enabling Services	<ul style="list-style-type: none"> -Case manager*** -Health educator*** -Health care access advocate -Community health workers -Peer advocates -Care coordinators 	<ul style="list-style-type: none"> -Case management visits -Health education visits -Outreach visits -Access and enrollment visits 	<ul style="list-style-type: none"> -Clients enrolled in case management who maintain or improve housing -Clients linked to improve health and housing (behavioral health, medical care or benefits, shelter/housing) -Clients linked to physical or behavioral health care, including dental and vision -Clients linked to medical benefits or additional eligibility services for basic needs -Patients linked to medical benefits or other basic need services 	<p>\$1,600,000</p> <p>Minimum of 4 awards</p>
4	Senior mobile medical	<ul style="list-style-type: none"> -Licensed medical prescribers -Registered nurses -Clinical support staff (e.g. medical assistants, health educators***, patient services specialists, community health workers, medical case managers***) 	Medical, behavioral health, and enabling visits	<ul style="list-style-type: none"> -Patients receiving medical and/or integrated behavioral health services -Patients linked to additional physical or behavioral health care, including vision or dental -Patients linked to mental health or substance use treatment, inclusive of intervention and aftercare -Patients tested for HIV -Patients with controlled diabetes and/or hypertension 	<p>\$900,000</p> <p>1 or 2 awards</p>
5	Highly Impacted Communities	Any of the above	Medical, behavioral health, or enabling visits	Any of the above	<p>Up to \$150,000</p> <p>1 award</p>

*The provider types associated with each scope of work are not exhaustive and may also include other key staff needed for supervision or program implementation (e.g. program managers, supervisors, program coordinators). **These amounts may vary based on the number of qualified applicants and community needs.

***Enabling services provided by case managers and health educators are *the only enabling services that HRSA counts as reportable patient visits*. Therefore, these position titles are strongly encouraged. **See Part 4 below for HRSA definitions of provider types.**

Service Scope #1: Medical Services

Medical services will be most effective when integrated with behavioral health services. Programs offering behavioral health services provided by medical personnel (e.g. medications for substance use disorders) should apply under scope 1 only. Programs utilizing licensed or other behavioral health staff will apply under both scopes 1 and 2 (see applicable provider types in Table 1 above). Examples of currently funded medical services include shelter nursing teams, housing health outreach teams and clinics located in permanent supportive housing buildings, clinical services co-located at a needle exchange and a social services hub, and homeless youth clinics co-located in youth shelters and FQHCs.

Medical services may be provided in fixed settings such as clinics, permanent supportive housing (PSH), and bridge/transitional housing, or in field-based settings such as shelters, day/hygiene centers, on the streets, or other homeless service delivery locations. Services may be co-located and/or integrated with other services accessed by individuals experiencing homelessness. Services must be provided with sufficient frequency and during appropriate hours to maximize access. Applicants may add capacity to their own existing clinical teams or partner with another agency to provide a licensed medical provider to enhance capacity for care at other existing sites/programs.

The intent of this scope is to reach and form therapeutic relationships with the hardest-to-engage individuals, including those with chronic behavioral health conditions and those who have experienced chronic homelessness. Services support the ability of vulnerable populations to stabilize their health, avoid costly emergency room visits and inpatient hospitalizations, and connect to broader social and service networks. In-home and field-based services are also important means of reaching individuals who may not otherwise seek care due to barriers of stigma, transportation or accessibility. To succeed in treating the acute and chronic health needs of these individuals, the entity providing medical services must have an established system to facilitate linkage to ongoing regular treatment (e.g., medical home) to include warm hand-offs from field or PSH-based services to office-based primary care, mental health care, and substance use treatment providers.

Services will include the following:

1. Coordinate with any relevant partner agency staff to identify and engage clients in need of health assistance
2. Screen for chronic and acute medical conditions, including oral health, vision and preventive health needs
3. Assess, diagnose and treat medical and behavioral health conditions, including prescribing and dispensing necessary medications
4. Provide medication management
5. Provide counseling and medication for opioid use disorder
6. Manage ongoing chronic medical conditions, including provision of self-management support, psychosocial support, and strategies for medication adherence
7. Promote knowledge regarding health and healthy behaviors, including tobacco cessation, nutrition education, dental care access, and the availability and proper use of health services

- including appropriate use of emergency services.
8. Provide care coordination, including coordination with any current case managers, in order to assure consistent understanding of the clients' goals and assure relevant supports are provided
 9. Inform and educate clients about Veterans Administration and Medicaid services, benefits eligibility, and connect them to resources for applying for Medicaid and other benefits
 10. Refer and connect clients to behavioral health care, primary care, specialty care, and other health care services as needed, including arrangement of transportation; advocating for the client within the health care system; following-up on referrals to determine the outcome of the referral; and assisting clients in arranging follow-up appointments
 11. Ensure continuity of care during transitions (to/from hospital, skilled nursing facility, etc.)
 12. Provide care that is culturally relevant, strengths-based, trauma-informed, and harm reduction oriented in accordance with the [HCHN Philosophy of Care](#)

Nursing-only services should include, but are not limited to, acute and chronic condition management, family planning and reproductive health care, disease management and education, and linkage to primary care.

Applicants should list in their narrative response which [HRSA required services](#) they will be offering.

Applicants must be able to demonstrate clinical quality outcomes for prioritized health conditions (cardiovascular disease, diabetes, hypertension, cancer) that are known to be the leading causes of mortality.

The ability to partner with Public Health in rapid response/emergency situations impacting unsheltered populations (severe weather, communicable disease outbreaks, environmental health hazards like smoke) is strongly desired.

Service Scope #2: Behavioral Health Services

Programs offering behavioral health services provided by medical personnel only (e.g. medications for substance use disorders) should apply under scope 1. Programs providing integrated medical and behavioral health care utilizing licensed or other behavioral health staff will apply under both scopes 1 and 2 (see applicable provider types in Table 1 above). Behavioral health services may occur in a fixed setting or in field-based settings on the streets, in encampments, tiny house villages, vehicles, and at locations where people living homeless congregate.

The intent of these services is to reach and form therapeutic relationships with the hardest-to-engage populations, including people living unsheltered and others who are challenging to find. Priority subpopulations include individuals with chronic mental health conditions and those with co-occurring disorders, including individuals leaving hospitals, jails, or crisis facilities; and families in shelter. Services will connect people living homeless to substance use disorder and mental health supports, treatment resources, and housing. Substance use disorder services must employ a harm reduction approach and competencies must include effective engagement across drug classifications. Services that contribute to network capacity to support individuals who use stimulants are encouraged.

Behavioral health services will be coordinated, person-centered and employ persistent engagement to bring services to people experiencing homelessness. Staff will engage clients with intensive and ongoing support in order to ensure successful linkages to community services where needed. A provider's operating model must afford its staff the flexibility to accommodate a broad spectrum of client capability for self-advocacy and system navigation. Behavioral health service

providers are expected to be skilled in staying connected to individuals who are frequently displaced (e.g., those in unsanctioned encampments or staying in vehicles).

Successful applicants will have demonstrable competency in navigating behavioral health systems; outreach-based service providers should also have competency working with individuals who cannot access shelter and/or housing services because they have been banned due to policy violations related to behavioral health and/or criminal convictions (e.g. meth, arson & sex offenses).

Service Scope #3: Enabling Services

Enabling services are non-clinical services that enable people living homeless to access health care and improve health outcomes. Enabling services include case management, referrals, translation/interpretation, transportation, eligibility assistance, health education, environmental health risk reduction, health literacy, and outreach. Enabling services are typically provided by non-licensed staff who help individuals access and link into ongoing care. Programs under other scopes can include enabling aspects but applicants to this scope should be Enabling services-only programs.

In 2016 the City of Seattle's Outreach Continuum Planning Workgroup identified best practices for providing outreach to homeless populations. Applicants proposing outreach services funded under this RFP must describe how they meet the seven competencies recommended by the Workgroup (see **Attachment D – Outreach Continuum Planning Workgroup Recommendations**):

- a. Assessment and Service Provision Competency
- b. Housing System Competency
- c. Behavioral and Physical Health Competency
- d. Training and Safety Competency
- e. Cultural Competency
- f. Data Management and Documentation Competency
- g. Performance Measures

Service Scope #4: Senior Mobile Medical Outreach

This strategy is funded by the Veterans, Seniors, and Human Services Levy under strategy SS2 of the [VSHSL Implementation Plan](#). The selected agency will hire interdisciplinary medical and social services teams to travel to King County senior centers and low-income housing sites to reach underserved older adults over 55 years of age. The intent of this scope is to provide convenient opportunities for seniors to access physical health care, behavioral health care, and social services and bring needed services to seniors who face transportation challenges that affect their ability to access services. The focus population for this scope is seniors over the age of 55, focusing on low-income, rural, and/or underserved communities including Black, indigenous, refugee & immigrant populations. The program may prioritize services that intersect or connect to potential participants through other County-funded investments, such as VSHSL-supported senior centers or Health through Housing facilities.

This scope is the only one of the 5 that allows services to people who may not be homeless. Therefore, applicants to this scope may not apply for additional funds from other scopes to execute this specific strategy.

Up to 2 applicants will be awarded under this strategy. A medical van for transporting supplies and equipment will be included in the contract with the successful applicant(s); applicants for this scope should not include the cost of a van in their budget but should include operational costs for the van such as fuel, parking, and maintenance.

Service Scope #5: Highly Impacted Communities

This strategy designates funding specifically for services to people living homeless from the two King County communities experiencing the greatest racial disparity in homelessness and some of the greatest health disparities overall: Blacks/African Americans and American Indians/Alaska Natives.

The Highly Impacted Communities (HIC) strategy will fund one BIPOC-led organization to provide medical care, behavioral health care, or enabling (supportive) services (as described in Scopes 1-3 above) for members of these most impacted communities who are living homeless.

- BIPOC-Led Organizations are defined as single organizations which center communities of color, in which the majority (more than 50%) of leadership, board, staff and clients are BIPOC.

We recognize that many community-based organizations have experienced linguistic, cultural, and procedural barriers to accessing funding opportunities from government agencies such as King County. To address this and create a stronger system of community-based organizations in HCHN, we partner with skilled technical assistance providers to help organizations apply to funding opportunities. See **Part 3** below for details.

Part 3: Technical Assistance Available for the RFP

We recognize that many community-based organizations historically and continue to experience linguistic, cultural, and procedural barriers to accessing funding opportunities from government agencies such as King County. To address this and create a stronger system of community-based organizations in HCHN, we partner with skilled technical assistance (TA) providers to help organizations apply to funding opportunities.

TA Consultants can offer applicants culturally responsive assistance on proposal development and responses to RFP opportunities. King County partners with TA consultants who reflect the communities we support and collectively bring a range of skills, areas of expertise, and language abilities. TA consultants can help applicants determine whether programs are an appropriate fit for the HCHN RFP, support organizations as they navigate the proposal process, review drafts, refine budgets, and support applicants to authentically share their stories of success and impact.

HCHN offers technical assistance to smaller organizations during the RFP application process. To be eligible for technical assistance, organizations must have a) fewer than 20 full-time equivalent staff, and b) an annual operating budget of less than \$4M in the 2023 fiscal year. To partner with a TA consultant:

- Applicants should reach out to the TA consultants directly. We ask that you only contact one consultant and provide them 24 hours to respond before contacting any other consultants.
- We encourage you to reach out to a TA consultant as early as possible. To ensure high quality support, please initiate any technical assistance request at least 14 days prior to the RFP's closing date. We cannot guarantee TA provider availability within 5 business days of when the funding opportunity closes.
- Include the RFP name you're seeking assistance for in the subject line of your email.
- ***See Attachment G for technical assistance provider contact information.***

Additional capacity building for successful applicants will be also available during the first contract year. Areas of support include financial management, human resources, data and evaluation, IT, marketing, board

governance, equity and social justice, legal services, needs assessments, and organizational development.

Please [click here for examples of capacity building projects](#). **Part 4: HRSA Definitions**

Homeless Population: For the purposes of health centers receiving a Health Center Program award or designation under section 330(h) of the Public Health Service Act, the population served includes individuals:

- Who lack housing (without regard to whether the individual is a member of a family);
- Whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations;
- Who reside in transitional housing; and/or
- Who reside in permanent supportive housing or other housing programs that are targeted to homeless populations.

Under section 330(h) a health center may continue to provide services for up to 12 months to formerly homeless individuals whom the health center has previously served but are no longer homeless as a result of becoming a resident in permanent housing and may also serve children and youth at risk of homelessness, homeless veterans, and veterans at risk of homelessness. (Section 330(h) of the PHS Act)

Case manager: personnel who assist patients in the management of their health and social needs, including assessment of patient medical and/or social service needs; establishment of service plans; and maintenance of referral, tracking, and follow-up systems. Case management services are the coordination of support and enabling services to meet the ongoing needs of a patient. At a minimum, these services include an assessment of factors affecting health (e.g., medical, social, housing, or educational), counseling and referrals to address identified needs and periodic follow-up of services. Case managers may provide health education and/or eligibility assistance in the course of their case management functions but this is not their primary function.

Health Education Specialists: patient and community health educators with or without specific degrees. Health education is provided to support the delivery of other health care services. Health education services include a variety of learning experiences designed to help individuals improve their health. At a minimum, these services include education regarding the availability and appropriate use of health services. Services may include primary prevention and/or targeted education on self-managed care and other health promoting behaviors for patients with identified risk factors or conditions (e.g., tobacco cessation). These services may also include education on injury prevention and unique needs and risks of special populations.

Outreach Worker: conduct case finding, education, or other services designed to identify potential patients or clients and/or facilitate access or referral of potential health center patients to available health center services. Outreach services are a broad range of culturally and linguistically appropriate activities focused on recruiting and retaining patients from the target population/service area. At a minimum, these services must promote awareness of the health center's services and support entry into care. These services do not involve direct patient care where a provider is generating a face-to-face visit with a patient, documenting the care in a patient medical record, or exercising clinical judgment in the provision of services to a patient.

Eligibility Assistance Worker: (e.g., patient navigators, certified assisters, eligibility workers): provide assistance in securing access to available health, social service, pharmacy, and other assistance programs, including Medicaid, Medicare, WIC, Supplemental Security Income (SSI), food stamps through the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), PAPs, and related assistance programs, as well as personnel hired under the HRSA Outreach and Enrollment grants.

Community Health Worker: lay members of communities who work in association with the local health care system in both urban and rural environments and usually share ethnicity, language, socioeconomic status, and/or life experiences with the community members they serve. Personnel may be called community health workers, community health advisors, lay health advocates, promotoras, community health representatives, peer health promoters, or peer health educators. They may perform some or all of the tasks of other enabling services workers, in which case their work should be reported to HRSA under those position classifications.

See [HRSA UDS manual](#) pages 57-63 and [HRSA Required Services Definitions](#) for additional details.

List of Attachments

- A. Attachment A – Organization Questionnaire & Service Narrative**
- B. Attachment B – Budget Template**
- C. Attachment C – Budget Justification**
- D. Attachment D – Outreach Continuum Planning Workgroup Recommendations**
- E. Attachment E – Sample Contract including exhibits**
- F. Attachment F – Current Sites**
- G. Attachment G – Technical Assistance Consultant List**

SECTION 2 INSTRUCTION TO PROPOSERS

2.1 Proposal Submission

Proposals shall contain all required attachments and information and be submitted no later than the due date and time to the place stated on the front of this RFP or as amended. The Proposals shall show the title, the due date specified, and the name and address of the Proposer. Proposers are cautioned that failure to comply may result in non-acceptance of the Proposal. The Proposer accepts all risks of late delivery of mailed Proposals or of mis-delivery regardless of fault. Proposals properly and timely submitted will be opened.

Proposals will only be accepted from Proposers able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Proposal for the team, with accompanying proof of the joint venture agreement. Likewise, when an agency is covered by a fiscal sponsor, the fiscal sponsor shall submit the Proposal on behalf of its sponsored agency and will be considered the Proposer. The fiscal sponsor will note in its submitted materials the name of the agency which will complete the Work.

When hard copies of materials are requested, Proposers are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation and shall use both sides of paper sheets where practicable.

2.2 Electronic Commerce and Correspondence

PHSKC is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most solicitations including Requests for Proposal, Requests for Proposals, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the PHSKC RFP Web Site, located at <http://www.kingcounty.gov/health/rfp>. Interested parties may subscribe to email alerts regarding PHSKC funding opportunities by accessing this link: https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic_id=WAPHSKC_97

After submittals have been opened, PHSKC will make available a listing of the businesses submitting Proposals, and later, any final award determination.

2.3 Late Proposals

Proposals and modifications of Proposals received at the location designated in the solicitation after the exact hour and date specified for receipt will not be considered.

2.4 Cancellation of RFP or Postponement of Proposal Opening

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

2.5 Proposal Signature

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

2.6 Addenda

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

2.7 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to the Contract Specialist identified on page 1 no later than **the date specified in the Schedule above**. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Proposers by addendum. **Communications concerning this Proposal, with other than the listed Contract Specialist may cause the Proposer to be disqualified.**

2.8 Pre-Proposal Conference

If a Pre-Proposal conference is conducted, it will be held at the time, date and location indicated in the RFP Summary. All prospective Proposers are strongly encouraged to attend. The intent of the Pre-Proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers are encouraged to submit questions in advance to enable the County to prepare responses. These questions should be emailed to the Contract Specialist indicated on the cover page. Proposers will also have an opportunity to ask questions during the conference.

2.9 Examination of Proposal and Agreement Documents

The submission of a Proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Agreement awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

2.10 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of Proposals submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Proposer's request and expense unless otherwise specified.

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

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

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

2.12 Proposal Withdrawal after Public Opening

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

2.13 Error and Administrative Corrections

The County shall not be responsible for any errors in Proposals. Proposers shall only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

2.14 Proposal Submission Instructions

All materials should be received by the date and time indicated on page 1 of this RFP. Materials should be submitted by email only in one package to the email address specified on page 1. Late submissions will not be accepted.

2.15 Compliance with RFP Terms, Attachments and Addenda

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

2.16 Acceptance of Agreement, Attachments and Addenda

Proposer(s) shall review the Agreement, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the Proposal.

If there are exceptions taken to the proposed terms and conditions and any of its attachments, the Proposer's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and the terms attachment as an attachment to the Proposal, identifying the exceptions and proposed changes. All proposed changes shall be tracked in the Agreement using the tracking changes feature in Microsoft Word®. Identifying any exceptions does not affect your score, and does not guarantee that those exceptions will be accepted by the County if your agency is selected.

The project schedule is such that it requires a very efficient Proposal review and negotiation period. It is very important that any possible roadblocks or issues the Proposer may have with the terms and conditions are identified during the Proposal process and resolved prior to proceeding with the Agreement negotiations.

2.17 Collusion

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

2.18 Proposal Price and Effective Date

- A. The Proposal price shall include everything necessary for the prosecution and completion of Work under

the Agreement including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Proposal price. The County shall pay any Washington State sales/use taxes applicable to the Agreement price or tender an appropriate amount to the agency for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.

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

2.19 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible Proposal, the County may request an extension of the Proposal acceptance period and/or conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

2.20 Appeal Procedures

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or Application and, if appropriate, the level of funding to be allocated. Written notification will be via email to the email address submitted on the Application response form. Any applicant wishing to appeal the decision must do so in writing by 4:30 p.m. two (2) business days after the email notification of PHSKC's decision. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in this RFA.
- Failure to adhere to published criteria and/or procedures in carrying out the RFA process.

Appeals must be sent by email to the Contract Specialist indicated on the cover page. PHSKC will review the written appeal and may request additional oral or written information from the appellant organization. PHSKC will provide a written decision and such decision shall be final.

SECTION 3 PROPOSAL EVALUATION AND AGREEMENT AWARD

3.1 Proposal Evaluation

- A. The County will evaluate Proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Proposal information may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Agreement or it may require additional information or actions from a Proposer. In the event the County determines that the Proposal is not responsive or responsible the County shall eliminate the Proposal from further consideration.
- C. The County may enter negotiations with one or more Proposers to finalize Agreement terms and conditions. Negotiation of an Agreement shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Agreement. In the event negotiations are not successful, the County may reject Proposals.
- D. The County reserves the right to make an award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Agreement award, if any, shall be made by the County to the responsible Proposer whose Proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award an Agreement to the Proposer offering the lowest price. The County shall have no obligations until an Agreement is signed between the Proposer and the County. The County reserves the right to award one or more agreements as it determines to be in its best interest.

3.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

Responsible

In determining the responsibility of the Proposer, the County may consider:

- the ability, capacity and skill to perform the Agreement and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Agreement properly and within the times proposed;
- the quality and timeliness of performance on previous agreements with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Agreement.

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a Proposal.

3.3 Financial Resources and Auditing

If requested by the County, prior to the award of an Agreement, the Proposer shall submit proof of adequate financial resources available to carry out the execution and completion of work required by the subsequent Agreement.

King County reserves the right to audit the agency throughout the term of the subsequent Agreement to assure the agency's financial fitness to perform and comply with all terms and conditions contained within the Agreement. King County will be the sole judge in determining the agency's financial fitness in carrying out the terms of the Agreement.

3.4 Public Disclosure of Proposals

This solicitation is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the Agreement has been made, the Proposals shall be available for inspection and copying by the public.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

3.5 Term of the Agreement

If an Agreement is awarded based on this RFP, it may allow for the initial agreement period to be for one (1) year from the start date of the agreement, with an extension for 2 additional one-year periods for a total agreement duration of 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 RFP

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement documents, the following words and terms shall have the meanings indicated.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by PHSKC during the Proposal period and prior to award.

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

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

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

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Agreement; risk allocation and the probable cost to the County.

Days: Calendar days.

Measurable Amount of Work: For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one-week period.

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

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

Attachment 1 – Agreement Terms and Conditions
PART A. KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

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

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

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

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

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

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

2. Compensation and Method of Payment

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

the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any later invoice.

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

3. Internal Control and Accounting System

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

4. Debarment and Suspension Certification

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

5. Maintenance of Records/Evaluations and Inspections

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

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

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

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

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at

<http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>.

7. Financial Reports and Audits

Recipient is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to MonitoringTechnicalSupport@kingcounty.gov by the stated due date.

- A. If the Recipient is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during the its fiscal year, then the Recipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Recipient’s fiscal year.
- B. If the Recipient is not subject to the requirements in subsection A, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> • Form 990 within 30 days of its being filed; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> • Income tax return; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Recipient’s fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Recipient’s fiscal year.

C. Waiver

A Recipient that is not subject to the requirements in subsection A may request, and in the County’s sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Recipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Recipient’s Board of Directors.

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

8. Corrective Action

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

- A. The County will notify the Recipient in writing of the nature of the breach.
- B. The Recipient shall respond with a written corrective action plan within ten (10) business days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date

for curing the breach, which shall not be more than thirty (30) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

- C. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County.
- D. If the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Agreement in whole or in part pursuant to Section 1.
- E. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, and/or others by reason of this Agreement. The Recipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

B. Recipient's Duty to Repay County:

The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

C. Recipient Indemnifies County:

The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or

other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Recipient shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. County Indemnifies Recipient:

The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

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

11. Insurance Requirements

The Recipient shall procure and maintain for the term of this Agreement, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardees, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Recipient shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreement

- A. The Recipient shall not assign or Agreement any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Federal Terms and Conditions contained herein (or the procurement contract provisions in 2 CFR 200

Appendix II as applicable), and any other grant requirement, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.

- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

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

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

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

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

- B. Requirements of King County Living Wage Ordinance

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

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

14. Conflict of Interest

- A. The Recipient shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement and subject the Recipient to the remedies stated in this Agreement, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to K.C.C. 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current agreements with the County will be cancelled and it shall not be able to bid on any County agreement for a period of two years.

- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

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

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more (hereinafter referred to as "Equipment"), is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- B. The Recipient shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.
- C. All Equipment not listed as a budget line item purchased under this Agreement requires prior written approval from the County.
- D. All Equipment purchased under this Agreement shall be recorded and tagged as an asset in inventory and reported to the County.

16. Proprietary Rights

A. Ownership Rights of Materials Resulting from Agreement:

Except as indicated below or as described in an Exhibit, the parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Recipient by operation of law or for any other reason, the Recipient hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Recipient, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

B. Ownership Rights of Previously Existing Materials:

The Recipient shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Agreement, but do not originate from the work described herein. The Recipient agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Agreement.

C. Continued Ownership Rights:

The Recipient shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services under this Agreement and assumes no obligation for future support of the activity under this Agreement except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

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

22. Notices

Whenever this Agreement provides for notice by one party to another, such notice shall be in writing and directed to the Recipient contact and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by that party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

If there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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

26. No Third Party Beneficiaries

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

END OF COUNTY TERMS AND CONDITIONS

PART B. FEDERAL TERMS AND CONDITIONS

This Contract is funded in whole or in part by the US Government via US Dept of Health & Human Services HRSA Grant No. H80CS00056, under the Public Health Service Act, Section 330h. In addition to King County's general terms and conditions, the Contractor shall also comply with the terms and conditions of the funder in this Part.

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.

(M) 2 CFR Part 200 Subpart F – Audit Requirements

1) If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor shall meet the respective audit requirements described herein as applicable.

2) If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS

(generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR Part 200 Subpart F, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with this requirement.

3) If the Contractor is a Washington state municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with this requirement.

(N) FEDERAL 330H GRANTOR SPECIFIC REQUIREMENTS

As applicable, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards as codified in 45 CFR Part 75 effective December 26, 2014, and the HRSA Standard Terms (<https://www.hrsa.gov/grants/standard-terms>).

In addition to other regulatory citations in this exhibit, the Contractor will comply with applicable program regulations and requirements of the following:

Public Health Services Act, Title III, Section 330, (Health Centers Consolidated Act of 1996) Public Health Services Act, Section 330, 42 USC 254b Affordable Care Act, Section 10503 Public Health Services Act, Section 330, 42 USC 254b, as amended

The HHS Appropriations Act requires that, to the greatest extent practicable, all equipment and products

purchased with funds made available under this Contract should be American-made. Prior approval is required for the purchase of equipment with a unit cost of \$5,000 or more (45 CFR 75.439). Additional obligations related to equipment purchases are cited in 45 CFR 75.430.

The HHS Appropriations Act and HHS Grants Policy Statement require that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all contractors receiving federal funds, shall clearly state the percentage of the total costs of the program or project which will be financed with federal money, the dollar amount of federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 155599), the Contractor is prohibited from using federal funds to provide abortion services except in the case of rape or incest, or when the life of the woman would be endangered.

Contractors of Federal 330h funds are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple lives in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than marriage. Accordingly, contractors must review and revise, as needed, internal policies and procedures that include references to familial relationships, such as "spouse," "husband," "wife," "marriage," or other terms related to the recognition of a marriage and/or family, to reflect the recognition.

Contractors are required to register and maintain information in the federal System for Award Management (SAM), formerly CCR, unless exempt under FAR 4.1102. The information in SAM shall, at a minimum, be reviewed annually and updated as necessary.

Cannot deny services due to an individual's inability to pay. The Contractor will assure that no patient will be denied services funded under this contract due to inability to pay for services. The Contractor will assure that any fees or payments (if any) required by the Contractor for services under this contract will be reduced or waived to enable the Contractor to fulfill the assurance that no patient will be denied services due to inability to pay (42 United States Code 254 (b), Health Centers Consolidation Act of 1996 and the Safety Net Amendments of 2002).

Links related to Federal 330h

- (A) HRSA Health Center Program Compliance Manual

<https://bphc.hrsa.gov/programrequirements/pdf/healthcentercompliancemanual.pdf>

- (B) Legislation/regulation authorization

<http://www.gpo.gov/fdsys/pkg/PLAW-104publ299/pdf/PLAW-104publ299.pdf>

- (C) 42 USC 254b <http://www.gpo.gov/fdsys/granule/USCODE-2010-title42/USCODE-2010-title42-chap6A-subchapII-partD-subparti-sec254b>

- (D) Medicare & Medicaid Anti-kickback statute http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title42/42cfr1001_main_02.tpl

- (E) Limited English Proficiency <http://www.lep.gov/13166/eo13166.html>

- (F) Eligibility for Services and Definition of Homeless Individuals per HRSA Health Center Program Compliance Manual, <https://bphc.hrsa.gov/programrequirements/pdf/healthcentercompliancemanual.pdf>

330h Homeless Population: For the purposes of health centers receiving a Health Center Program award or designation under section 330(h) of the Public Health Service Act, the population served includes individuals or families:

1. Who lack housing, including those whose primary residence at night is a public or private facility (e.g., shelters) and individuals or families in transitional housing.
2. Who live on the streets; stay in a shelter, mission, single room occupancies; abandoned building or vehicle; or in any other unstable or non-permanent situation.
3. Who are "doubled up," or forced to stay with others because they are unable to maintain housing, regardless of whether they are a member of a family.
4. Who were previously homeless and are being released from a prison or hospital if they do not have a stable housing situation to return to.
5. Who are in permanent supportive housing. Individuals in permanent supportive housing are considered always at risk of homelessness.

Under section 330(h) a health center may continue to provide services for up to 12 months to formerly homeless individuals whom the health center has previously served but are no longer homeless as a result of becoming a resident in permanent housing.

(O) QUALIFIED SERVICE ORGANIZATION AGREEMENT

The provision of patient care documentation as well as the disclosure of any information identifying a person's receipt of alcohol and drug abuse treatment services is governed by federal regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, parts 160 and 164, subparts A and E. Contractor and Public Health-Seattle & King County agree that the mutual disclosure of patient information is essential to the quality and continuity of care and therefore enter into a Qualified Service Organization Agreement as follows. Both parties:

1. Acknowledge that in receiving, storing, processing or otherwise dealing with any information from the Program about the patients in the program, they are fully bound by the federal requirements governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and by HIPAA.
2. If necessary, will resist in judicial proceedings any efforts to obtain access to patient records, except as permitted by these regulations, 42 CFR Part 2.
3. **Contractor** includes its employee(s) and sub-contractor(s), as regards this Agreement.
4. **Public Health** includes its employee(s) and contractor(s), as regards this Agreement.

END OF RFP