

Request for Proposals # 2024CDIP535RFP

ADVERTISED DATE: Friday, February 16, 2024

Title: Overdose Prevention & Response: Linkage to and Retention to Care Navigation

Due Date and Time: No later than Mar 19, 2024, 03:00 PM PST

Contract Specialist: Kishan Scipio

Submit Questions & Proposal to: cpres-CDIP@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 a five-year Center for Disease Control (CDC) Overdose to Action – Local (OD2A-Local) grant, Public Health—Seattle & King County is soliciting proposals for linkage to care partnerships between providers of medications for opioid use disorder (MOUD) and an identified community partner in either public safety, housing services, or hospital systems (see *Community Partners* below for definitions). Funding will support staffing of Care Navigators to perform patient linkage, retention, and re-engagement in MOUD care and harm reduction services (funding cannot be used to support provision of MOUD).

Each RFP response should be a pairing of at least one MOUD provider and at least one community partner from one of the following sectors: Healthcare, Public Safety, or Housing.

Care Navigation: Care navigation includes the process of identifying people who have OUD and/or are at risk of opioid overdose and connecting them with evidence-based services. Connection to these services includes initial linkage to a MOUD provider and harm reduction services, supporting retention in care, and assisting in re-engagement in care as needed.

MOUD and Harm Reduction: MOUD and harm reduction are evidence-based practices that reduce overdose risk.

Proposals must include Care Navigators that link patients to these services.

- I. MOUD, namely buprenorphine and methadone, are the most effective treatments for OUD.¹ Proposals must support linkage of patients from a community partner's setting to providers of buprenorphine and/or methadone, such as Opioid Treatment Programs (OTPs) or office-based opioid treatment with bi-directional communication and care coordination back to the community partner. Proposals that provide linkage to multiple types and/or formulations of MOUD (including methadone, buprenorphine, and/or long-acting injectable buprenorphine) will be scored higher.
- II. Harm reduction services include providing safer use supplies (including but not limited to sterile syringes, cookers, filters, and water; foil, pipes, screens, alcohol wipes, and naloxone), providing prevention education, and/or linking to harm reduction service providers (i.e., syringe services programs). Harm reduction services are proven to improve both individual and community health, and act as a trusted entry-point for engaging in healthcare.²

Community Partners: CDC OD2A-LOCAL funding requires linkage to and retention in MOUD care and harm reduction services across community (as defined locally as a housing or shelter provider), public safety, and healthcare settings.³

Proposals must include one of the following types of community partners within these settings:

- Housing service providers, including permanent supportive housing and shelters.
- Public safety, including Fire, EMS, jails, and law enforcement.
- Healthcare settings such as medical clinics and hospitals, including emergency and inpatient departments.

Proposals must specify how agencies will utilize Care Navigators to collaborate across the two partner settings.

Proposals should demonstrate how to identify people with OUD who would most benefit from linkage to MOUD care and harm reduction services. If not, what is your contingency plan to connect or engage additional potential clients on an ongoing basis outside of traditional methods. Up to three pairs of partnerships will be funded, allocating up to 2 Care Navigators per partnership.

Pre-Proposal Conference

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

¹ [American Society of Addiction Medicine Opioid Addiction Treatment Pocket Guide](#)

² [Harm Reduction, National Institute of Drug Abuse](#)

³ <https://www.cdc.gov/drugoverdose/od2a/local.html>

Tuesday February 27, 2024 3:00 PM PST

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 228 013 689 884

Passcode: GHqvi9

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

Join with a video conferencing device

kcsc@m.webex.com

Video Conference ID: 113 701 406 0

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 425-653-6586,,809998673#](#) United States, Seattle

Phone Conference ID: 809 998 673#

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



King County

[Learn More](#) | [Meeting options](#)

What to Submit

Proposals shall be emailed in one email and shall contain all required documents as one file or multiple files to CPRES-CDIP@kingcounty.gov with the subject line Request for Proposals #2024CDIP535RFP.

- Completed and signed RFP cover page.
- Narrative proposal that addresses: Experience and Capacity, Program Design, Partnership and Collaboration, Equitable access, and the proposed Budget.
 1. RFP response must be pairing of at least one MOUD provider and at least one community partner from one of the following sectors: Healthcare, Public Safety, or Housing.
 2. Each partnering agency must be named in the proposal.

How will Proposers be evaluated?

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

Applicant Qualifications		
High	Low	Points
Experience & Capacity I. Experience providing and/or linking to evidence-based, low barrier MOUD care.	Experience & Capacity <ul style="list-style-type: none">• Lacks experience or understanding of MOUD care navigation processes.	20

<p>II. Demonstrated knowledge of effective care navigation strategies and evidence-based services for OUD.</p> <p>III. Demonstrated capacity to hire, effectively support, and supervise 1-2 care navigators.</p>	<ul style="list-style-type: none"> • Does not demonstrate capacity to hire and support navigators. • Lacks experience providing and/or linkage to evidence-based, low barrier MOUD care. 	
<p>Program Plan</p> <p>I. Plan is detailed and comprehensive, identifies partnering agencies, and demonstrates alignment with program goals.</p> <p>II. Detailed plan for care navigation activities, including staff site placement, and duties related to linkage, retention, and re-engagement in MOUD and harm reduction services.</p> <p>III. Includes strategies for effective care navigation, e.g., offering peer support/hiring peers as navigators, warm hand-offs, client-centered approach, etc.</p> <p>IV. Describes a contingency plan if care navigators are not reaching intended clients.</p> <p>V. Includes attainable and meaningful reporting metrics and a plan for process improvement.</p>	<p>Plan</p> <p>I. Plan is general or vague.</p> <p>II. Does not demonstrate alignment with program goals.</p>	30
<p>Partnerships & Collaboration</p> <p>VI. Identifies partnership between a MOUD provider and an identified community partner in either public safety, housing services, or a hospital, as defined in the RFP.</p> <p>VII. Higher score for MOUD providers that offer multiple types and/or formulations of MOUD (i.e. methadone, buprenorphine, and long-acting injectable buprenorphine) OR can demonstrate formal linkages and/or partnerships with another MOUD provider that offers additional types and/or formulations of MOUD.</p> <p>VIII. Describes an effective relationship between referral partners and a plan</p>	<p>Partnerships & Collaboration</p> <p>I. Does not demonstrate effective relationships with referral partners.</p> <p>II. Does not identify a partner or describe a plan for collaboration.</p>	20

for collaboration on the proposed scope of work		
Equitable access I. Well-defined approach to advancing equitable access to care for populations with disproportionate overdose rates or limited access to MOUD. II. Demonstrate a plan for meeting an unmet community need (e.g., services targeted at disproportionately impacted communities, geographic regions).	Equitable access III. Does not demonstrate a plan for equitable treatment access.	20
Budget I. Includes adequate staffing to complete the scope of work. II. Includes a detailed plan and rationale for accomplishing the proposed activities with budgeted funds. III. Budget is adequate to achieve the scope of work.	Budget IV. Includes too many or too few staff to complete the scope of work. V. Significantly under- or overcompensates staff. VI. Is vague or missing rationale.	10
TOTAL SCORE		/100

An interview may be conducted with the top two or three Proposers if a selection is not made on the basis of the written Proposal alone. If interviews are conducted, an additional maximum of 10 points will be given. The total scoring of the Proposals will then be 110 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

The Agreement awarded via this RFP will include the following Federal funding:

- Federal Award Identification Number: **NH28CE003555**

- Federal Award Date: **11/08/2023**
- Total Amount of Federal Award: **\$3,075,000.00**
- Name of Federal Awarding Agency: **Centers for Disease Control and Prevention**
- CFDA Number and Name: **93.136, Injury Prevention and Control Research and State and Community Based Programs**
- Is the award for Research and Development? **No**

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
Feb. 16, 2024	Request for Proposals issued
Feb. 27, 2024, 3:00pm	Pre-Proposal Conference (see above for details)
March 1, 2024	Final Day to ask questions
March 6, 2024	Final Addendum issued (if necessary)
March 19, 2024	Proposals due no later than 3:00pm
March 29, 2024	Interview/scoring date range (tentative)
May 1, 2024	Anticipated agreement start date

SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

BACKGROUND

As part of a five-year Center for Disease Control (CDC) Overdose to Action – Local (OD2A-Local) grant, Public Health—Seattle & King County is soliciting proposals for linkage to care partnerships. This RFP addresses the critical issue of Opioid Use Disorder (OUD) within Seattle & King County, focusing on enhancing the linkage, retention, and re-engagement in care for individuals with OUD. The necessity for this model arises from the pressing need to mitigate the increasing rates of opioid overdoses and the gaps in connecting affected individuals to effective treatment and support services. The CDC and the National Council for Mental Wellbeing recommend care navigation for linkage to MOUD and harm reduction services to reduce overdose deaths.^{4,5} This RFP is designed to strengthen partnerships between MOUD providers and the following types of community partners:

- Housing service providers, including permanent supportive housing and shelters.
- Public safety, including Fire, EMS, and criminal-legal system entities (e.g., jails).
- Healthcare settings such as medical clinics and hospitals, including emergency and inpatient departments.

Funding will support staffing of up to two (2) Care Navigators to perform patient linkage, retention, and re-engagement in MOUD care and harm reduction services from these community partners. The maximum allowable budget for up to \$300,000 per partnership per year for up to 5 years.

OBJECTIVES

The specific objectives of this RFP include:

- Establishing effective linkage to care partnerships between MOUD providers and identified community partners across housing, public safety, healthcare (hospital and medical clinic) settings.
- Strengthening engagement/reengagement and retention in MOUD care and harm reduction services for people with OUD.
- Facilitating cross-sector collaboration to create a cohesive support network for individuals with OUD.

KEY DEFINITIONS

Linkage: Refers to the process of connecting individuals with OUD to appropriate MOUD providers and harm reduction services, including a 'warm handoff', which is a direct and personal introduction or transfer of care between providers.

Housing: In this context, a housing provider refers to entities offering permanent supportive housing or temporary shelter.

Public Safety: Public safety providers include Fire, EMS, and criminal-legal system entities such as jails.

Healthcare: In this context, a hospital or medical clinic provider, refers to emergency and inpatient departments that can identify and initiate treatment for individuals with OUD.

MOUD providers: Clinical providers offering Medications for Opioid Use Disorder (MOUD), especially methadone and/or buprenorphine, which are the most effective tools in managing opioid use disorder (OUD) as well as long acting MOUD such as buprenorphine extended release.

Harm reduction services: Includes providing safer use supplies (e.g., clean pipes, syringes, and other materials needed to prepare and consume street drugs in a way that reduces associated risks to health), providing

⁴ [Overdose-Response-and-Linkage-to-Care-Roadmap-1-November-2021.pdf \(thenationalcouncil.org\)](#)

⁵ [Linking People with Opioid Use Disorder to Medication Treatment \(cdc.gov\)](#)

overdose and infectious disease prevention education, naloxone distribution, wound care, and community drug checking services.

LINKAGE TO CARE PARTNERSHIP

The scope of this partnership involves the collaboration between MOUD providers and selected community partners—housing services, public safety entities, or hospitals (as defined above). Each partner plays a critical role:

- MOUD providers offer evidence-based treatment options.
- Community partners facilitate access to MOUD and support retention in care.

Care Navigators, placed within these settings, will serve as the pivotal link in the linkage to care partnership. These care navigators will ensure seamless coordination between partners and support patient retention, and re-engagement in care as needed. Each partnership should support two (2) Care Navigators, which may be placed at the same location, or one (1) placed at each agency within the partnership. Proposals must specify how care navigators will be utilized.

This comprehensive approach aims to create a robust support system for individuals with OUD, leveraging the strengths and resources of each partner to address this public health challenge effectively.

CARE NAVIGATORS

Care Navigators are essential personnel in the framework of this RFP, functioning as the primary agents for linking patients with OUD to appropriate care and services. Proposals should define the qualifications and duties expected of their Care Navigators. The following are examples of desirable care navigator qualifications and expected duties and responsibilities:

- Duties and Responsibilities:
 - Linkage to care: Actively identify individuals that may benefit from MOUD and harm reduction services and facilitate their initial connection to these resources, preferably via a 'warm handoff'.
 - Referral pathways: Maintain a robust understanding of referral pathways. Utilize existing referral partnerships to connect individuals to care and/or identify other appropriate locations to access these services as needed/desired by the client.
 - Retention support: Provide ongoing support to facilitate ongoing patient engagement with their MOUD and/or harm reduction service providers. This includes regular follow-ups, addressing barriers to care, and coordinating with service providers.
 - Reengagement efforts: Work to reestablish contact and reconnect patients to services when engagement declines or ceases.
 - Collaboration and coordination: Work closely with referral partners (e.g., MOUD providers, housing services, public safety entities, hospitals) to ensure a cohesive and integrated approach to care linkage.
 - Documentation and reporting: Maintain accurate records of interactions and interventions and provide regular updates to partnering agencies and interested parties.

SERVICES REQUESTED

Each proposal must include an identified partnership between an MOUD provider site and a community partner in either public safety, housing, or healthcare (as described above). Each proposal is eligible to include funding for up to two (2) Full-Time Equivalent (FTE) Care Navigators: one stationed at the MOUD provider site and the other at the identified partner site or two navigators stationed at the same partner site. In the latter scenario the two navigators, stationed at the same partner site, will work with the identified across aisle

partner to link clients to appropriate MOUD and/or harm reduction services. The budget for each FTE Care Navigator is capped at \$150,000, which is an all-inclusive rate for employment and supervision.

Proposals will be given highest consideration based on the following criteria:

- Addressing unmet community needs and enhancing equitable access: Proposals should target populations with low access to MOUD and high overdose rates (AIAN, Black/African American, and unhoused populations), and outline strategies to reach these groups. Employing peer navigators with shared lived experiences is encouraged.
- Established referral pathways and partnerships: Proposals must demonstrate existing or planned referral pathways and partnerships for effective care coordination and collaboration across agencies and systems.
- Organizational infrastructure: Proposals should highlight organizational infrastructure and capacity to support and supervise care navigators.
- Availability of options for MOUD: Ability to provide comprehensive MOUD options, including buprenorphine and methadone.

Proposers should recognize the significance of guiding patients through the process of connecting to and remaining engaged in MOUD care and harm reduction services. A clear description of the Care Navigators' duties and the established referral processes between the MOUD provider and the identified partner agency is essential.

See the included scoring rubric for specific evaluation criteria. There will be up to three (3) awards, for up to \$300,000, made for the available funding. Proposals are required to identify the two (2) partnering agencies (MOUD provider and community partner) and must indicate who the primary contractor will be (either partner can be the primary contractor). Funds may only be used for services in King County.

REQUIREMENTS

Selected agencies will be required to:

- Negotiate a specific statement of work with deliverables. PHSKC will contribute to and approve the final statement of work.
- Engage in regular coordination calls and other centralized communication efforts led by PHSKC or partners to facilitate collaboration, access resources and eliminate redundancies among care navigators across selected proposers and additional care linkage across the county.
- Document encounters, referrals, outcomes, and other program indicators.
- Work with PHSKC and CDC evaluators to identify and provide reporting metrics for project evaluation.
- Receive feedback and work with PHSKC to pivot the approach based on evaluation findings.

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

NARRATIVE RESPONSE

See the included scoring rubric for specific evaluation criteria. There will be three (3) awards made for the available funding. Proposals are required to identify the two (2) partnering agencies (MOUD provider and community partner) and must indicate who the primary contractor will be. Funds may only be used for services in King County.

Applicants should provide answers to these questions in their narrative response. The complete narrative should not exceed 6 pages, 11-point Calibri Font with 1-inch margins.

1. **Partnership Strategy:** Identify the partnering agencies for this proposal (must include an MOUD provider and a community partner in public safety, housing services, or healthcare setting). Describe

how you plan to collaborate, communication mechanisms and how your agencies will supervise the staff. How do you envision this partnership enhancing care navigation and OUD treatment outcomes?

2. **MOUD Experience and Philosophy of Care:** Describe the MOUD agency's experience and overarching philosophy in addressing Opioid Use Disorder. Please describe your comprehensive MOUD options, including buprenorphine and methadone.
3. **Organizational Structure & Care Navigation Service Provision:** Proposals should highlight organizational infrastructure and capacity to support and supervise care navigators. Describe your current care navigation activities, if any, and how additional care navigators will impact these services, if applicable. Be specific about how your agency plans to implement care navigation services with this funding, specifically addressing:
 - a. Hours of operation
 - b. Service locations
 - c. Staffing model, including staff duties, responsibilities, and qualifications.
 - d. Strategies for identifying, referring, and retaining people with OUD in MOUD and harm reduction services.
4. **Advancing Equitable Access & Addressing Unmet Community Needs:** Proposals should target populations with low access to MOUD and high overdose rates, and outline strategies to reach these groups. How does this partnership promote equitable access to care with the proposed services? Specify any patient populations you aim to reach and describe the methods to engage and support these groups (AIAN, Black/African American, and unhoused populations). Employing peer navigators with shared lived experiences is encouraged.
5. **Established Referral Pathways and Partnerships:** Proposals must demonstrate existing or planned referral pathways and partnerships for effective care coordination across agencies and systems.
6. **Reporting Metrics:** Describe the documentation system that you have in place to report the following metrics:
 - a. Number of hours navigators spent on linkage to and retention in care and harm reduction efforts via warm handoffs.
 - b. Number of referrals to MOUD, behavioral treatment, other types of treatment and harm reduction services
 - i. Demographics reported for each referral by age, sex, race/ethnicity, entry point for referral.
 - c. Feedback from navigators on what has been helpful in improving access to care and treatment for PWUD.
 - d. Other metrics to be agreed upon, including metrics on success with retention in care and re-engagement in care.
7. **Continuous Improvement:** How does your agency plan to gather feedback from patients and stakeholders, and how will this feedback be used to continuously improve the services provided?

BUDGET

The maximum allowable budget for up to \$300,000 per partnership per year for up to 5 years.

In addition to the narrative responses above, please include the following budget documents in your proposal:

1. A detailed budget to support the proposed activities.

2. A brief budget narrative describing how the funds will be utilized.

There will be three (3) awards made for the available funding. If a proposal includes multiple agencies partnering together, please indicate who the primary contractor will be. Funds may only be used for services in King County.

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 4 additional one-year periods for a total agreement duration of 5 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.

PART A. KING COUNTY TERMS AND CONDITIONS

1. Contract Term and Termination

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

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

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

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

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

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

2. Compensation and Method of Payment

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

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

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

3. Internal Control and Accounting System

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

4. Debarment and Suspension Certification

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

5. Maintenance of Records/Evaluations and Inspections

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

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

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

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

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

7. Financial Reports and Audits

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

R. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during the its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor’s fiscal year.

S. If the Contractor is not subject to the requirements in subsection A, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	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 Contractor’s fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Contractor’s fiscal year.

T. Waiver

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

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

8. Corrective Action

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

- A. The County will notify the Contractor in writing of the nature of the breach.
- B. The Contractor shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach, which shall not be more than thirty (30) days from the

date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

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

9. Dispute Resolution

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

10. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

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

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

B. Contractor's Duty to Repay County:

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

C. Contractor Indemnifies County:

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

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

D. County Indemnifies Contractor:

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

E. Intellectual Property Infringement:

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

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

11. Insurance Requirements

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

12. Assignment/Subcontract

- G. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
- H. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

- I. The Contractor shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Federal Terms and Conditions as contained herein, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- J. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

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

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

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

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

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

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

14. Conflict of Interest

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

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

15. Equipment Purchase, Maintenance, and Ownership

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

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

16. Proprietary Rights

R. Ownership Rights of Materials Resulting from Contract:

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

S. Ownership Rights of Previously Existing Materials:

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

T. Continued Ownership Rights:

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

17. Political Activity Prohibited

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

18. King County Recycled Product Procurement Policy

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

19. Future Support

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

20. Entire Contract/Waiver of Default

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

21. Amendments

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

22. Notices

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

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

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

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

24. Applicable Law

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

25. Electronic Processing and Signatures

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

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

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

26. No Third Party Beneficiaries

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

END OF COUNTY TERMS AND CONDITIONS

PART B. FEDERAL TERMS AND CONDITIONS

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

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are

applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) 2 CFR 200.323 Procurement of recovered materials.

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

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

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

(1) Procure or obtain;

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

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

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

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

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

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

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

(d) See also §200.471.

[\(L\) 2 CFR 200.322 Domestic preferences for procurements.](#)

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

(b) For purposes of this section:

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

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

END OF COUNTY TERMS AND CONDITIONS

END OF RFP