



## Request for Proposals

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### **ADVERTISED DATE: Thursday, March 5, 2020**

Request for Proposals (RFP) Title: **Medical, Behavioral Health, and Enabling Services for Individuals Experiencing Homelessness**

RFP Number: **2020CHS63RFP**

Due Date and Time: **No later than April 16, 2020 at 4:00 PM**

Contract Specialist: **Jeffrey Brown**

**Submit Proposal to: [cpres-chs@kingcounty.gov](mailto:cpres-chs@kingcounty.gov)**

#### Pre-Proposal Conferences

Public Health – Seattle & King County (PHSKC) will conduct four pre-Proposal conferences for this RFP. These conferences will be an opportunity for interested organizations to hear more about the program and to ask questions about the program and/or the Proposal process. Please note: The conferences are divided into two categories--those agencies interested in submitting a proposal for the Highly Impacted Communities scope, and those agencies submitting a proposal for any of the other scopes. All conferences will be conducted via webinar.

#### Highly Impacted Communities Strategy Sessions:

- March 13th at 4:15 pm  
Call in information: (206) 263-8114, Conference ID: 1691673
- March 17th at 1:15 pm  
Call in information: (206) 263-8114, Conference ID: 1691673
- March 19th at 10:15 am  
Call in information: (206) 263-8114, Conference ID: 1691673

The pre-Proposal conference for all other scopes will be offered via webinar on Wednesday, March 11th at 2:00 pm.  
Call in information: (206) 263-8114, Conference ID: 393927

## 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 Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

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.

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.

Competitive Range: The Competitive Range consists of the Proposers that have a reasonable chance of selection for award. The Proposal Evaluators (PE) shall conduct the initial evaluation of the Proposals considering price and Evaluation Factors established in the RFP. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

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 Contract; 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.

Proposal Evaluators (PE): 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.

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

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

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

## **SECTION 1            INSTRUCTION TO PROPOSERS**

### **1.1      Proposal Submission**

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.

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.

### **1.2      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 Invitations to Bid, Requests for Proposal, 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](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.

### **1.3      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.

### **1.4      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.

### **1.5      Proposal Signature**

Each Proposal shall include a completed Proposal response form (Attachment 1) signed by an authorized representative of the Proposer.

### **1.6      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.

### **1.7      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 Section 1.8 below**. 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.**

## 1.8 Schedule

A Contract will be negotiated immediately with each successful Proposer that is selected via this RFP. To be considered responsive to this RFP, the Proposer must be ready to begin work January 1, 2021. 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:

RFP Issued	March 5, 2020
Information Sessions via webinar (see page 1 above for details)	Highly Impacted Communities Strategy Sessions: March 13, 17, 19, 2020 All other scopes: March 11, 2020
FAQ posted to website	March 18, 2020
Final Day to Ask Questions	April 6, 2020 (close of business)
Final RFP Addendum Issued (if necessary)	April 8, 2020
RFP Responses Due	April 16, 2020 by 4:00 pm
Responses Reviewed and Rated	April 17-May 8, 2020
Interviews with applicants (if necessary)	May 11, 2019
Notice of Selection and Non-Selection	May 29, 2020
Contracts negotiated	June 1-July 15, 2020
Contracts begin	January 1, 2021

## 1.9 Pre-Proposal Conference

If a Pre-Proposal conference is conducted, it will be held at the time, date and location indicated on the cover page of the RFP. 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.

## 1.10 Examination of Proposal and Contract 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 Contract 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.

## 1.11 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.

**1.12 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. A Proposal also may be withdrawn in person by a Proposer or authorized representative provided their identity is made known and they sign a receipt for the Proposal, but only if the withdrawal is made prior to the exact hour and date set for receipt of Proposals. All requests for modification or withdrawal of Proposals, whether in person or written, shall not reveal the amount of the original Proposal.

**1.13 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 a Contract pursuant to this RFP, unless the award is delayed for a period exceeding the period for Proposal effectiveness.

Requests to withdraw a Proposal due to error must be submitted in writing along with supporting evidence for such claim for review by the County. Evidence must be delivered to the County within two (2) Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a Proposal and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other Proposal error or mistake, and the sole liability for any Proposal error or mistake rests with the Proposer.

**1.14 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.

**1.15 Proposal Content Requirements**

- A. See Section 3, Part 4 below, for specific requirements regarding the style, length, and content of a Proposal.
- B. Sample Contract Exceptions (Optional)  
If, after reviewing the attached terms and conditions, your agency would like to propose any exceptions, you may do so with a signed letter from an attorney or authorized representative. 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.
- C. 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.

**1.16 Compliance with RFP Terms, Attachments and Addenda**

- A. The County intends to award a Contract 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. Proposers are strongly advised not to take exceptions to the terms and conditions, attachments and addenda; exceptions may result in rejection of the Proposal. An exception is not a response to a Proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the Proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. 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, exception 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 an 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.
- D. The County may, at its sole discretion, determine that a Proposal with a 'Notice of Exception' merits evaluation. A Proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that the Proposal continues to be advantageous to the County.
- E. 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.
- F. 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.

#### **1.17 Acceptance of Contract, Attachments and Addenda**

Proposer(s) shall review the Contract, 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 Contract using the tracking changes feature in Microsoft Word®.

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 Contract negotiations.

#### **1.18 Insurance Requirements for Selected Proposer**

If a Proposer is selected for a Contract with PHSKC, the subsequent Contract will include at minimum these insurance requirements. Selected agencies shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000, and Professional Liability coverage of at least \$1,000,000 shall be provided. Also, the selected agencies shall provide Automobile Liability coverage in the amount of \$1,000,000.

**Such liability policy/policies (except workers' compensation) shall be endorsed to include King County, and its appointed and elected officials, officers, agents and employees as additional insureds, for full policy limits.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers. All deductibles/self-insured retentions are the sole responsibility of the Proposer. ***An insurance certificate and additional insured endorsement(s) will be required prior to signature of the Contract by PHSKC.***

#### **1.19 Forms Required before Contract Signing**

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 in this RFP.
- 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>.

#### **1.20 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.

#### **1.21 Proposal Price and Effective Date**

- A. The Proposal price shall include everything necessary for the prosecution and completion of Work under the Contract 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 Contract price or tender an appropriate amount to the Contractor 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 a 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 Contract.

### **1.22 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.

### **1.23 Appeal Procedures**

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or Proposal and, if appropriate, the level of funding to be allocated. Written notification will be via email to the email address submitted on the Proposal response form. Any Proposer wishing to appeal the decision must do so in writing within four (4) working days of 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 RFP.
- Failure to adhere to published criteria and/or procedures in carrying out the RFP 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. A written decision will be sent within four (4) working days of the receipt of the appeal. This decision is final.

### **1.24 Inclusion of Federal Funds**

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

- Federal Award Identification Number: H80CS00056
- Name of Federal Awarding Agency: US Dept. of Health and Human Services, Health Resources and Services Administration

Selected agencies will be considered federal contractors under this grant, and will be required to comply with the specific terms and conditions of the funder as detailed herein.



## **SECTION 2 PROPOSAL EVALUATION AND CONTRACT AWARD**

### **2.1 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 Contract or it may require additional information or actions from a Proposer. In the event the County determines that the Proposal is not within the Competitive Range the County shall eliminate the Proposal from further consideration.
- C. The evaluation of Proposers' Proposals and additional information may result in successive reductions of the number of Proposals that remain in the Competitive Range. If applicable to the solicitation, the firms remaining in the Competitive Range may be invited to continue in the Proposal evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach Contract on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject Proposals.
- F. 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. Contract 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 a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more Contracts as it determines to be in its best interest.

### **2.2 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 Contract and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times proposed;

- the quality and timeliness of performance on previous Contracts 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 Contract.

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

### 2.3 Financial Resources and Auditing

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

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

### 2.4 Evaluation Criteria and Proposal Scoring

Proposals will be reviewed and evaluated by a committee of Proposal Evaluators. The process for choosing projects will include evaluation of the narrative and accompanying documents. Below are the criteria that will be used by the review committee during the evaluation/review process.

SITE AND AGENCY QUALIFICATIONS		
Questions 1-5		
HIGH	LOW	POINTS (45)
<b>Site(s)</b> <ul style="list-style-type: none"> <li>▪ Selected site(s) aligns with priorities of racial equity, low barrier, serving the most vulnerable populations</li> </ul>	<b>Site(s)</b> <ul style="list-style-type: none"> <li>▪ Selected site(s) not well justified in terms of unmet need, promoting racial equity, low barrier, serving the most vulnerable populations</li> </ul>	10 points
<b>Experience</b> <ul style="list-style-type: none"> <li>▪ More extensive experience providing scope of service or similar to target population</li> </ul>	<b>Experience</b> <ul style="list-style-type: none"> <li>▪ Little or no experience providing scope of service to target population</li> </ul>	10 points
<b>Philosophy</b> <ul style="list-style-type: none"> <li>▪ Demonstrates alignment of agency’s philosophy of care with that of the Health Care for the Homeless Network, including trauma-informed, harm reduction, strength-based, equity focused</li> <li>▪ Provides specific examples of philosophy implementation in proposed scopes</li> </ul>	<b>Philosophy</b> <ul style="list-style-type: none"> <li>▪ Concepts of trauma-informed care, harm reduction, strengths-based care and racial equity are not described sufficiently or are described inaccurately</li> <li>▪ Unclear how philosophy would be implemented in proposed scopes</li> </ul>	10 points

<p><b>Equity</b></p> <ul style="list-style-type: none"> <li>▪ Demonstrates an understanding of fundamental equity concepts and commitment to systems change.</li> <li>▪ Demonstrates how equity principles and practices are integrated into programs to address health disparities</li> <li>▪ Demonstrates how equity practices are embedded in their own organizational practices (hiring, staff advancement, professional development, staff engagement, and internal accountability.)</li> <li>▪ Demonstrates competency serving top three language groups</li> </ul>	<p><b>Equity</b></p> <ul style="list-style-type: none"> <li>▪ Foundational equity concepts are not described sufficiently or are described inaccurately</li> <li>▪ Equity frameworks are not used OR they are considered separately rather than integrated into programs</li> <li>▪ Does not—as an organization— have a demonstrated commitment to equity</li> <li>▪ Strategies to serve top three language groups are vague or deficient</li> </ul>	<p>15 Points</p>
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**WELL-DEFINED PROGRAM**  
*Questions 6-10*

HIGH	LOW	POINTS (55)
<p><b>Approach</b></p> <ul style="list-style-type: none"> <li>▪ Applicant provides a detailed plan for how the scope of services will be accomplished.</li> <li>▪ Activities are well matched to target population and geography; equity considerations are clearly addressed.</li> </ul>	<p><b>Approach</b></p> <ul style="list-style-type: none"> <li>▪ Plan is general or vague.</li> <li>▪ Proposed activities are not matched to target population or geography; equity considerations are not apparent.</li> <li>▪ Strategies and activities are not clearly connected to desired outcomes</li> </ul>	<p>20 points</p>
<ul style="list-style-type: none"> <li>▪ The plan outlines the overall approach as well as discreet strategies and activities and explains how outcomes will be achieved.</li> <li>▪ The proposed processes and best practices are a good fit for the target population and provide an appropriate level of support</li> <li>▪ Client input is integrated into program design and evaluation in a meaningful way</li> <li>▪ The plan provides details on staffing levels appropriate for the scope of services and number of FTE, patients/visits (from Q2).</li> </ul>	<ul style="list-style-type: none"> <li>▪ Knowledge of best practices is not integrated into how the applicant does its work.</li> <li>▪ Integration of client input is either absent or minimal</li> <li>▪ Staffing levels are not adequate. Patient targets are misaligned with staffing levels.</li> </ul>	
<p><b>Partnerships and Collaboration</b></p> <ul style="list-style-type: none"> <li>▪ Provides clear and specific mechanisms and agreements to maximize coordination of care between applicant agency and partner organizations and avoid duplication.</li> <li>▪ Describes approaches for ensuring interdisciplinary, integrated services provided with team-based approach</li> <li>▪ Clear and specific mechanisms to link clients to appropriate ancillary services</li> <li>▪ Letter of support/MOA demonstrates access to appropriate space; commitment to participate in care coordination</li> </ul>	<p><b>Partnerships and Collaboration</b></p> <ul style="list-style-type: none"> <li>▪ Mechanisms to coordinate care are vague or not appropriate to target population</li> <li>▪ Interdisciplinary team-based approach is not part of service model</li> <li>▪ Plan to link clients to ancillary services is vague or not appropriate for target population</li> <li>▪ Letter of support/MOA missing or lacks required commitments</li> </ul>	<p>15 points</p>

<p><b>Operational Capacity</b></p> <ul style="list-style-type: none"> <li>▪ Evidence of adequate supervisory capacity for providers required to perform the scope of work.</li> <li>▪ Evidence that agency has the ability to collect and safeguard patient-level data according to privacy regulations</li> <li>▪ Evidence of a quality assurance approach that ensures agency has capacity to provide consistent high-quality services</li> <li>▪ Demonstrated success in retaining staff including staff of color</li> <li>▪ Evidence that agency uses technology to improve equitable access to clinical care</li> <li>▪ Evidence of commitment to sliding scale policy</li> </ul>	<p><b>Operational Capacity</b></p> <ul style="list-style-type: none"> <li>▪ Supervisory capacity inadequate for providers required to perform the scope of work.</li> <li>▪ Limited ability/experience collecting and safeguarding patient-level data</li> <li>▪ Quality assurance practices are limited or insufficient to ensure quality services</li> <li>▪ Technologies such as telehealth are not employed to increase access to clinical care</li> <li>▪ High staff turnover rates and unsolved challenges with long term staff retention</li> <li>▪ Unclear how agency will serve individuals regardless of ability to pay</li> </ul>	<p>10 points</p>
<p><b>Budget</b></p> <ul style="list-style-type: none"> <li>▪ Clearly itemizes costs and provides a rationale</li> <li>▪ Includes reasonable estimate for patient generated revenue given FTE and scope of services (if applicable)</li> <li>▪ Includes adequate staffing to complete the scope of work; reasonable pay gap between management and front-line staff</li> <li>▪ Can feasibly be spent down in the contract period</li> </ul>	<p><b>Budget</b></p> <ul style="list-style-type: none"> <li>▪ Is vague or missing a rationale</li> <li>▪ Includes too little or too much PGR</li> <li>▪ Includes too many or too few staff to complete the scope of work; significantly under or overcompensates staff</li> <li>▪ Cannot be feasibly spent down in the contract period</li> </ul>	<p>10 points</p>
<p><b>WRITTEN RESPONSE TOTAL</b></p>		<p><b>100 points</b></p>
<p><b>Oral Interview (optional)</b></p>		<p><b>30 points</b></p>

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 30 points will be given. The total scoring of the Proposals will then be 130 points.

## 2.5 Public Disclosure of Proposals

This procurement 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 Contract 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.

## 2.6 Term of the Contract

If an Contract is awarded based on this RFP, it may allow for the initial Contract period to be for one (1) year from the start date of the Contract, with extensions in one (1) year increments for two (2) additional one-year

periods for a total Contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Reasonable budget changes may be requested by contacting appropriate PHSKC personnel.

## SECTION 3 PROJECT SPECIFICATIONS AND SCOPE OF WORK

### Part 1 Introduction

#### A. Background

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

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

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

#### B. Investment available

\$5.5 million is the total annual funding amount available through this procurement process. Funding amounts by scope of service are detailed in Part 2 Table 1. The number of awards made for each scope of service will depend on the amounts requested and the evaluation of responses. In addition to federal funds, this RFP also includes funding designated by the King County Veterans, Seniors and Human Services Levy (VSHSL), City of Seattle, and King County Mental Illness and Drug Dependency (MIDD) sales tax. Once service providers are selected through this RFP, PHSKC will negotiate specific contract provisions and allocate specific fund sources to best meet community need and comply with funder requirements.

The timing of this RFP is driven by an upcoming three-year project period application that PHSKC-HCHN intends to submit to HRSA in summer 2020 in order to sustain the federal 330(h) grant for FY 2021-2023. Entities selected under this RFP would be named in that grant application as contractors or sub-recipients, and could expect that funding would continue for the three year period 2021-2023, pending successful annual renewal of federal and local funds, compliance with contract requirements, and successful progress on performance measures. All funding is awarded in one-year allocations, and subject to budget approval processes of PHSKC.

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

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

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

## C. Equity and Social Justice

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

King County is prioritizing racial justice as part of our government work overall and implementation of our Equity and Social Justice (ESJ) Strategic Plan. We are intentionally leading with racial justice to confront the historical and racial inequities that continue to exist in our community and our organization. These racial inequities affect all of us and our ability to live well and thrive. More info: <https://www.kingcounty.gov/elected/executive/equity-social-justice/>

## **Part 2 Scopes of Work**

HCHN provides a wide array of health care and related supportive services to people experiencing homelessness. This document includes 9 specific scopes of work for which PHSKC is seeking Proposers. Successful Proposers will need to be ready to provide proposed services beginning January 1, 2021.

HCHN seeks to use this procurement process to ensure, to the extent possible, that each subpopulation is reached within each geographic region. Proposers can submit a Proposal for any or all of the nine scopes of work, can submit a Proposal to serve any or all of the four geographic areas, and can submit a Proposal to serve any or all of the four target populations.

### **Target populations:**

- A = Adults
- Y/YA = Youth/Young Adults (age 12-26)
- F= Family shelter residents
- S= Seniors (age 55+)

### **Geographic Areas:**

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

The current list of sites where HCHN services are delivered by contracted providers is available in Attachment D. Proposers have the opportunity to propose additional sites/locations beyond those existing during the RFP process. Proposed locations should provide opportunities for integration of multiple services for target populations.

**Table 1: Scopes of Service Summary**

#	Scope category	Provider types*	Encounter types	Prospective Outcomes	Annual funding available**
1	Fixed Site Primary Care	-Licensed medical prescribers -Registered nurses -Licensed behavioral health providers -Support staff (e.g. medical assistants, patient services specialists, community health workers)	-Medical visits -Mental health visits -Substance use disorder (SUD) visits -Telehealth visits	-Patients receiving medical and/or integrated behavioral health services -Patients linked to specialty care -Patients linked to additional physical or behavioral health care, including vision or dental -Patients tested for HIV -Patients with controlled diabetes and/or hypertension	\$1,375,000
2	Outreach-Based Behavioral Health	-Outreach worker -Chemical dependency specialist -Harm reduction specialist -Community health workers -Peer advocates -Case managers -Non-licensed mental health professionals	-Substance use disorder (SUD) visits -Outreach and engagement visits	-Clients linked to mental health or substance use treatment -Clients linked to physical and behavioral health services, including dental and vision -Clients received outreach and case management services	\$525,000
3	Enabling Services	-Case manager -Health care access advocate -Community health workers -Peer advocates -Care coordinators	-Case management/ outreach visits -Access and enrollment visits	-Clients enrolled in case management who maintain or improve housing -Clients linked to improve health and housing (behavioral health, medical care or benefits, shelter/housing) -Clients linked to physical or behavioral health care, including dental and vision -Clients linked to medical benefits or additional eligibility services for basic needs	\$920,000



4	Field-Based Medical Care	-Registered nurse -Licensed medical prescribers -SUD and chemical dependency specialists	-Medical visits -Telehealth visits -SUD visits	-Patients linked to physical or behavioral health care, including dental or vision -Patients linked to mental health or substance use treatment, inclusive of intervention and aftercare	\$750,000
5	Mental Health	-Licensed mental health provider -Licensed social workers -Psychiatrists and psychiatric advanced registered nurse practitioners	-Mental health visits -Substance use disorder (SUD) visits	-Patients screened positive for depression that have follow-up plan -Patients linked to additional mental health or substance use treatment, inclusive of intervention or aftercare	\$690,000
6	Mobile Medical Program Services	-Licensed social workers (SKC) -Licensed mental health provider (Seattle) -Licensed behavioral health provider (Seattle)	-Mental health visits -Enabling visits	-Patients linked to physical or behavioral health care, including dental and vision -Patients linked to medical benefits or other basic need services	\$350,000
7	Palliative Care	-Licensed medical prescriber -Registered nurses -Licensed social workers	-Medical visits -Mental health visits	-Patients receiving needed medical and supportive services related to end of life care	\$179,000
8	Housing Health Outreach Team (HHOT)	-Licensed medical prescriber -Licensed behavioral health provider -Non-licensed mental health professionals -Community health workers -Peer advocates -Case managers	-Medical visits -Mental health visits -Substance use disorder (SUD) visits -Enabling visits	-Patients linked to physical or behavioral health care, including dental and vision -Patients linked to primary care -Patients linked to eligibility services for basic needs	\$735,000
9	Highly Impacted Communities	-Any of the above	-Any of the above	-Any of the above	\$150,000

\*The provider types associated with each scope of work are not exhaustive and may also include other key staff needed for program implementation (e.g. program managers, supervisors, program coordinators).

\*\*These amounts may vary based on the number of qualified Proposers and community needs.

### **Service Scope #1: Fixed Site Medical Clinics with on-site medical, mental health, and substance use services**

Comprehensive medical services will be provided by licensed medical providers, licensed mental health clinicians, and substance use specialists and integrated such that clients are provided warm hand-offs across the team. Fixed Site Medical Clinics will ideally be co-located and/or integrated with other services accessed by individuals living homeless. Services must be provided with sufficient frequency and during appropriate hours to maximize access for people who use other non-clinic services at the site.

Proposers must be able to demonstrate clinical quality outcomes for prioritized health conditions (cardiovascular disease, diabetes, hypertension, cancer) that are known to be the leading causes of mortality (Part 4 Question 8c).

### **Service Scope #2: Outreach-Based Behavioral Health Services**

Outreach-based behavioral health services will be coordinated, person-centered and employ persistent engagement to bring services directly to people experiencing homelessness.

Services will be directed at those who may otherwise not access needed services on their own. Services will connect people living homeless to substance use disorder and mental health supports, treatment resources, and housing. Substance use disorder competencies must include effective engagement across drug classifications. Services that contribute to network capacity to support individuals who use methamphetamine are encouraged.

The intent of these services is to reach and form therapeutic relationships with the hardest-to-engage populations, including people living unsheltered and others who are challenging to find. Outreach occurs on the streets, in encampments, tiny house villages, vehicles, and at locations where people living homeless congregate, for example at meal programs.

Staff will engage clients with intensive and ongoing support in order to ensure successful linkages to community services. A provider's operating model must afford its staff the flexibility to accommodate a broad spectrum of client capability for self-advocacy and system navigation. Outreach-based behavioral health service providers are expected to be skilled in staying connected to individuals who are frequently displaced (e.g. those in unsanctioned encampments or staying in vehicles).

Proposers should describe their competencies in navigating mental health systems; working with individuals who cannot access shelter and housing services because they have been banned due to policy violations related to behavioral health and/or criminal convictions (e.g. meth, arson & sex offenses) (Part 4 question 6B).

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

1. Assessment and Service Provision Competency
2. Housing System Competency
3. Behavioral and Physical Health Competency
4. Training and Safety Competency
5. Cultural Competency
6. Data Management and Documentation Competency
7. Performance Measures

### **Service Scope #3: Enabling Services**

Enabling services are non-clinical services that enable people living homeless to access health care and improve health outcomes. Enabling services include case management, referrals, translation/ interpretation, transportation, eligibility

assistance, health education, environmental health risk reduction, health literacy, and outreach. Enabling services are typically provided by non-licensed staff who help individuals access and link into ongoing care.

#### **Service Scope #4: Field-based Medical Care**

Field-based triage, care coordination and nursing care services include, but are not limited to, acute and chronic conditions, family planning and reproductive health care, disease management and education, and linkage to primary care. These services will be provided in shelters, day/hygiene centers, on the streets, and other homeless service delivery locations (excluding fixed site clinics).

The intent of these services is to reach and form therapeutic relationships with the hardest-to-engage individuals, including those with chronic behavioral health conditions who have experienced chronic homelessness.

To succeed in treating the acute and chronic health needs of these individuals, the entity providing the services must have an established system to facilitate linkage to ongoing regular treatment (e.g., medical home) to include warm hand-offs from field-based services to fixed site primary care providers. The ability to partner with PHSKC in rapid response/emergency situations impacting unsheltered populations (weather, communicable disease, environmental health hazards like smoke) is strongly desired.

#### **Service Scope #5: Mental Health Services**

Mental health services will be coordinated, person-centered and employ persistent engagement to bring services directly to people experiencing homelessness. Priority subpopulations include individuals with chronic mental health conditions and those with co-occurring disorders leaving hospitals, jails, or crisis facilities; and families in shelter.

Services will be provided by a licensed mental health provider and will seek to connect people living homeless to additional physical or behavioral health care as needed. Services will occur primarily in shelters and day centers and will include mental health and/or substance use disorder services including assessment, individual service planning, case management, medication management, therapeutic counseling, and peer support.

Proposers should describe their competencies in navigating mental health systems and working with individuals who cannot access shelter and housing services because they have been banned due to policy violations related to behavioral health and/or criminal convictions (e.g. meth, arson & sex offenses) (Part 4 question 6B).

#### **Service Scope #6: Mobile Medical Program Services**

The Mobile Medical program is seeking to contract for a behavioral health specialist and a harm reduction specialist for the Seattle van and two social workers for the South King County van.

1. The behavioral health specialist must be a fully licensed social worker (LICSW). This position provides outreach, engagement, behavioral health screening, assessment, counseling, referral and coordination of needed services to people living homeless encountered in or near the Mobile Medical Van.
2. The harm reduction specialist will be a licensed social worker or SUD specialist (alcohol and drug abuse counselor license). Unlicensed mental health providers with an Agency Affiliated Counselor (AAC) license will be considered but must have experience providing harm reduction and outreach services. This position provides outreach, engagement, screening, assessment, counseling, referral and coordination of needed services to substance using people living homeless encountered in or near the Mobile Medical Van. Harm reduction services include engaging with clients on safer use of drugs (including providing harm reduction supplies), Narcan training, and support and linkage to medication for opioid use disorder.

3. Social Workers (LICSWs) assist clients who visit the Mobile Medical sites in making appointments for primary care and behavioral health care at community health center sites. Social workers conduct assessments and assist clients with access to treatment, assist clients in complying with treatment plans.

Agencies submitting Proposals to provide one or more position under this scope should demonstrate in their narrative their capacity to provide backfill and/or coverage for vacancies and extended absences (Question 8c). Current mobile medical van schedules can be found at <https://www.kingcounty.gov/depts/health/locations/homeless-health/mobile-medical-care.aspx>.

### **Service Scope #7: Palliative Care**

Palliative care providers meet the needs of people living homeless with life limiting illnesses focusing on improving quality of life and reducing suffering. Palliative care helps provide relief from the symptoms, pain and stress of a serious illness. The program will serve individuals who are homeless or previously homeless and now in transitional or supportive housing who have a life limiting disease with a life expectancy of less than 12 months. Outreach-based care is provided in the location where individuals reside. The program will provide:

- End of life discussion
- Clarification of goals of care
- Advance directive/POLST/DPOA-HA documentation
- Symptom management
- Psychosocial support
- Staff training regarding palliative care
- Coordination of hospice referrals

### **Service Scope #8: Housing Health Outreach Teams (HHOT)**

The goal of HHOT services is to help those with a history of chronic homelessness stay housed by addressing the medical and psychosocial needs that contribute to their housing instability.

HHOTs offer medical and behavioral health services to formerly homeless families and/or individuals who are currently residing in housing, including permanent supportive housing, permanent housing with support services, and bridge/transitional housing. Housing Health Outreach Teams consist of nurses, behavioral health, and other health care professionals who provide care where patients live, before minor issues or chronic conditions become emergencies. These teams also play a central role in care coordination, providing a critical link between housing providers and office-based primary care, personal care services providers, mental health care, and substance use treatment providers. HHOT supports the ability of vulnerable populations to stabilize their health, avoid costly emergency room visits and inpatient hospitalizations, succeed in maintaining affordable housing, and connect to broader social and service networks. In-home services are also important means of reaching culturally, linguistically, or physically isolated or home-bound adults and seniors who may not otherwise seek care due to concerns about transportation or accessibility.

Services will include the following:

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

including appropriate use of the emergency services

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

Staffing levels will be driven by patient complexity, housing provider supportive service capacity, as well as geographic spread of service sites. Staffing mix would likely include nurses, a part time prescribing provider, administrator/program manager, and supervision for clinical staff.

### **Service Scope #9: Highly Impacted Communities Strategy**

HCHN is pleased to add a new Highly Impacted Communities (HIC) Strategy to its procurement portfolio. This new strategy designates \$150,000 per year specifically for services to people living homeless from the two King County communities experiencing the greatest racial disparity in homelessness and some of the greatest health disparities overall: Blacks/African Americans and American Indians/Alaska Natives. Funding to support this strategy will be drawn from existing HCHN administration/services budgets in alignment with HCHN Governance Council priorities.

Funding in this strategy will be awarded to one organization not currently engaged in the Network that is led by and for the community to be served, defined as follows:

- A majority (50% +) of minority group to be served (Black/African American or American Indians/Alaska Native) in leadership, board, staff and individuals served
- An expressed and demonstrated commitment to racial equity as reflected in its mission & program strategy

The services proposed must fit into one of the above 8 scopes of care. Any non-clinical services proposed should be focused on enabling people living homeless to access health care and/or directly improve health outcomes.

Eligible Proposers may propose to combine HIC funding with funding from one or more of scopes 1-8 if your agency meets the eligibility requirements for those funds. Please note the differing eligibility requirements outlined in Part 3 Minimum Qualifications below. HIC applicants will only compete with other HIC-eligible entities for HIC funds but will compete with all other Proposers when proposing for scopes 1-8 funds. Eligibility will be documented via submittal of an organizational profile as described in Part 4 11c.

### **Part 3 Minimum Qualifications**

***Note: Proposers that do not demonstrate meeting a-f below will be deemed ineligible.***

#### ***Requirements for Scopes 1-8***

- a) Eligible organizations include public, nonprofit private entities and faith-based organizations. Examples of eligible organizations include community health centers, hospitals, community-based organizations, tribal health organizations, substance use disorder service programs and mental health agencies.
- b) Three years of experience providing services to one or more of the identified target homeless populations.
- c) Three years of experience providing recognized best and promising practices that align with the HCHN Philosophy

of Care (Attachment C).

- d) Three years of experience ensuring interagency communication to optimize care coordination for people living homeless.
- e) Three years of experience providing culturally and linguistically appropriate services.
- f) Qualified supervisory capacity for licensed clinicians and non-licensed providers required to perform the scope of work.

**Requirements for Highly Impacted Communities Strategy 9**

- a) Eligible organizations include public, nonprofit private entities and faith-based organizations. Examples of eligible organizations include community health centers, hospitals, community-based organizations, tribal health organizations, substance use disorder service programs and mental health agencies.
- b) Experience providing services to the target population and/or other vulnerable populations.
- c) Experience ensuring interagency communication and leveraging partnerships to optimize patient care.
- d) Organizational alignment with HCHN Philosophy of Care (Attachment C).
- e) Experience providing culturally appropriate services.
- f) Qualified supervisory capacity for licensed clinicians and non-licensed providers required to perform the scope of work.

**Other Requirements**

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

**Part 4 Submittal Requirements of All Proposers**

Submit one Proposal per Agency regardless of the number of scopes which you are proposing. Approximate page length expectations are provided for each question.

Submit a written response in single-spaced pages in 11-point Arial font with 1-inch margins that responds to the following:

1. **Scope/Population/Geographic Area.** Indicate which scopes you are proposing, and which population(s) and geographic area(s) you will serve under each scope.

	Fixed site primary care	Outreach-based behavioral health	Enabling services	Field-based medical care	Mental health	Mobile medical program services	Palliative care	Housing Health Outreach Team (HHOT)	Highly Impacted Communities
Population(s)*									
Geographic Area (s)									

\*Populations: A = Adults, Y/YA =Youth/Young Adult, F=Family shelter residents, S=Seniors

2. **Service Sites and FTE.** Describe the site(s)/locations(s) you propose to serve for each scope, including the city, zip code, King County Council District, provider types and FTE you propose to fund fully or partially with HCHN dollars, total weekly service hours and service time of day (daytime, evening, weekend, etc.), and number of annual visits/clients. A map of King County Council Districts to search by address can be found at: [https://www.kingcounty.gov/council/councilmembers/find\\_district.aspx](https://www.kingcounty.gov/council/councilmembers/find_district.aspx)

Scope	Site(s)	City/Zip	KC Council District	FTE by provider type	Service hours per week	Time of Day*	Days of week**	Annual visits	Annual Clients

\*Time of day refers to when the services will be available to clients. Entries include:

- Business Hours (6am – 5pm)
- Evenings (until 10pm)
- Overnight (10pm – 6am)

\*\*Insert “U” if days of week have yet to be determined/ are unknown.

**3. Agency Experience ~1 page** (Response must demonstrate how Proposer meets Minimum Qualification B)

a) Describe your Agency’s experience working with your target population(s).

**4. Philosophy of care ~1 page** (Response must demonstrate how Proposer meets Minimum Qualification C)

- a) Describe your organization’s strategy to create a safe and welcoming space for people experiencing homelessness.  
b) Provide specific examples of how you would implement this philosophy in the scopes you are proposing to provide.

**5. Alignment with King County’s goal of reducing social and health disparities ~2 pages**

(Response must demonstrate how Proposer meets Minimum Qualification E)

People experiencing homelessness are more negatively impacted by health disparities compared to the general population (e.g., higher mortality rate). These disparities within the homeless population often are more severe and persistent when related to race, ethnicity, place, sexual orientation, physical disability, gender identity, age, language, and family makeup.

- a) Describe how your agency prioritizes resources to dismantle the institutional structures that cause health disparities. How does your agency promote equity and social justice both within your organization and the community? Provide specific examples and outcomes related to recruiting/hiring, staff advancement and retention, training and professional development, staff engagement, and internal accountability.  
b) Identify the top three languages spoken by your target population and your strategies to effectively serve each (if applicable).

**6. Agency response to needs of target population ~2 pages per scope**

- a) Describe your approach to providing each scope, including the methods you will use to achieve the outcomes listed in Table 1. If the staff you will fund with HCHN funds will be part of a larger team, please describe.  
b) Describe the processes, competencies,<sup>1</sup> and best practices that you believe are most critical to successfully reaching, engaging, and improving the health of your target population(s).  
c) How are individuals with lived experience of homelessness engaged in your program planning and evaluation strategies?

**7. Collaboration and interagency coordination ~2 pages per scope** (Response must demonstrate how Proposer meets Minimum Qualification D)

- a) Describe how you will organize services to the target population in a way that provides coordination of care among partner organizations. Describe the nature of any relevant partnerships involved in the implementation of the scope

<sup>1</sup> Please reference the scope description for key competencies that should be addressed in this section.

of services.

- b) Describe how your agency will link clients to ancillary services not provided directly by the agency, such as specialty medical care, dental, vision, employment, etc. Describe how you will mitigate client barriers to accessing off-site, office-based services.
- c) Provide a Letter of Support or MOU/MOA from any key partners that demonstrates access to appropriate and sufficient space to perform the services specified and commitment to participate in any care coordination or referral functions necessary to provide the Scope of Services.

**8. Organizational capacity ~3 pages** (Response must demonstrate how Proposer meets Minimum Qualification F)

- a) Describe the supervisory capacity for licensed clinicians and non-licensed providers required to perform the scope(s) of services.
- b) Provide evidence that your organization has the ability to collect and safeguard patient level data according to privacy regulations.
- c) Describe the practices your agency will employ to assure the quality of the services you will provide, including staff training, clinical standards, coverage for vacancies/extended absences, licensing, and credentialing.
- d) Describe your agency's practices to minimize staff turnover. How have these practices been successful in terms of the average length of employment of your current staff?
- e) Describe how your agency uses technology to help patients access high quality clinical services.
- f) Describe your agency's competencies in working with individuals who are ineligible for benefits and your commitment to HCHN's policy to provide services regardless of an individual's ability to pay.

**9. Agency type and size ~ ½ page** (Response must demonstrate how Proposer meets Minimum Qualification A)

- a) Describe your organization type (nonprofit, etc). What was your organization's annual operating budget the past fiscal year? If you are a satellite office or division of a larger organization, please provide the budget for your stand-alone, fiscally separate entity.
- b) How many full-time equivalents (FTE) does your organization employ? Please calculate FTE by converting hours worked by part-time employees into full-time equivalent hours (e.g., two employees working 20 hours per week equals one FTE).

**10. Budget spreadsheet + ½ page narrative**

- a) Please provide a detailed budget using the format provided in Attachment E. Please indicate clearly which staff, supplies and operating expenses will be funded with requested HCHN dollars.
- b) If your scope includes service that can be billed to Medicaid, provide an estimate of patient generated revenue and indicate how it would be expended to support HCHN-funded staff and activities.
- c) If the funded staff will be operating as part of a team, please show the budget for the whole program so that the budget can be understood in context.
- d) Provide a brief budget narrative to explain how your estimated costs and patient generated revenues were derived.
- e) Ineligible expenses are described in Attachment A.

**11. The following submittal items are also required: no page limit for these items**

- a) Provide your organization's most current documentation (e.g., Strategic Plan or Annual Report) of recent impact and effective use of resources by your organization.
- b) Provide the most recent financial audit and/or management letter, if applicable. If you are a current HCHN contractor you do not need to provide this.
- c) For Highly Impacted Communities strategy only: an organizational summary including demographics of clients, staff (leadership and direct service) and board along with statement of organizational mission/vision.
- d) Completed and signed Attachment 1.

**Part 5 Technical Assistance Available for the RFP**

HCHN offers technical assistance to smaller organizations during the RFP application process. To qualify for technical



assistance, organizations must: 1) have fewer than 20 full-time equivalents, and 2) an operating budget of less than \$4 million in the prior fiscal year. Details regarding how to access technical assistance during the RFP process are provided below.

Additional intensive technical assistance for smaller organizations, provided by HCHN staff, will be available during the first contract year, if needed to meet data reporting and fiscal compliance requirements.

Proposers should reach out to the consultants directly. To ensure high quality support, please initiate any technical assistance request at least **14 days** prior to the RFP's closing date.

### ***Verrenti Consulting***

Catherine Verrenti is thrilled to have an opportunity to support agencies that are deeply embedded in the community. She offers skills and insights gained from her 20 years of hands-on experience, including her work at Neighborhood House and YouthCare. This expertise includes grant development plus managing a wide range of culturally responsive services, including housing stability, family support, basic needs, case management, health and transportation programs. She has provided technical assistance to large and small, grassroots organizations in applying for government grants, including King County funds through VSHSL and Best Starts for Kids. She approaches this work by first listening to what mission-based organizations want to accomplish in their communities. She would then customize an approach to focus on the support they seek to reach that vision with VSHSL funding. This might be understanding the RFP requirements, articulating a strong needs statement, helping to develop partnerships or forming a compelling grant narrative. She can be uniquely helpful in fine-tuning program designs, projecting achievable performance targets and developing budgets. She is particularly excited to help agencies think through all parts of their program to ensure strong program launch and implementation. **You can reach Catherine Verrenti at: [Catherine@verrenticonsulting.com](mailto:Catherine@verrenticonsulting.com) or 206-637-3154.**

### ***501 Commons***

501 Commons is honored to be able to assist community-based organizations with technical assistance in responding to VSHSL RFPs. Our services are culturally proficient and delivered in a manner customized to client organizations and their people, in order to build sustainable long-term capacity. 501 Commons has deep experience in assisting organizations in telling their stories that demonstrate how they will have a positive impact on the community. This demonstration of impact has enabled our many clients to successfully apply for and receive funding for their programs. 501 Commons has operated the Catalyst fundraising cohort program for several years, which enables nonprofits to build capacity and improve funding results. We are very familiar with the ZoomGrants portal utilized by King County VSHSL for RFP submission. Our technical assistance will be led by Jan Culp, who has significant experience in grant proposal writing, fund development and RFP responses. She has worked with small and large nonprofits both on staff and as a private consultant including the University of Washington Mathematics Engineering Science Achievement Program, Boys & Girls Clubs of King County, Artist Trust, and IslandWood. Jan is a former member of the board of the Puget Sound Grantwriters Association and has volunteered with the Catalyst program. She holds a Master's in Public Administration from the University of Washington Evans School. **To arrange for assistance, contact Tyree Mailey at [tyree@501commons.org](mailto:tyree@501commons.org) or 206-682-6704.**

### **Part 6 List of Attachments**

- Attachment 1 – Acceptance of Potential Contract Terms and Conditions
- Attachment A – Sample Contract
- Attachment B – Outreach Continuum Planning Workgroup Recommendations
- Attachment C – Health Care for the Homeless Network Philosophy of Care
- Attachment D – Current Sites
- Attachment E – Budget Template



**Attachment A – Sample Contract**

		<b>FEDERAL COMMUNITY SERVICES CONTRACT</b>		<b>PHSKC Contract #</b>	
<p>This Contract is between King County and the Contractor identified below. The County department overseeing the work to be performed in this Contract is the Department of Public Health (PHSKC).</p>					
<b>CONTRACTOR NAME</b>			<b>CONTRACTOR FEDERAL TAX ID #</b>		
<b>CONTRACTOR ADDRESS</b>			<b>CONTRACTOR CONTACT &amp; EMAIL ADDRESS</b>		
<b>PHSKC DIVISION</b> CHS			<b>PROJECT TITLE</b>		
<b>CONTRACT START DATE</b> Jan 01 2021		<b>CONTRACT END DATE</b> Dec 31 2021		<b>CONTRACT MAXIMUM AMOUNT</b>	
<b>FUNDING DETAILS</b>					
<u>Funding Source</u>		<u>PHSKC Contract #</u>		<u>Amount</u>	
				<u>Effective Dates</u>	
<hr/>					
<b>FUNDING SUMMARY</b> FEDERAL:		COUNTY:		STATE:	
OTHER:					
The Contractor is NOT considered a subrecipient for purposes of this Contract.					
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</b> Exhibit A-Definitions; Exhibit B-Documentation of Services Guidelines; Exhibit C-Standard Finance & Budget Requirements; Exhibit D-Funding Summary; Exhibit E-Qualified Service Organization Agreement; Exhibit 1-Scope of Work; Exhibit 2-Budget; Exhibit 3-Invoice template.					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Contractor shall provide services and comply with the requirements set forth in this Contract, which consists of Part A-King County Terms and Conditions, Part B-Federal Terms and Conditions, and attached exhibits, each of which are made a part hereof by reference above. Furthermore, the Contractor certifies that it has read and agrees to comply with the Contract requirements on the PHSKC website ( <a href="http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx">http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx</a> ), including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
<b>CONTRACTOR SIGNATURE</b>			<b>PRINTED NAME AND TITLE</b>		<b>DATE SIGNED</b>
<b>PHSKC SIGNATURE</b>			<b>PRINTED NAME AND TITLE</b>		<b>DATE SIGNED</b>

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

## PART A. KING COUNTY TERMS AND CONDITIONS

### 1. Contract Term and Termination

- A. This Contract shall commence 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 in the event: (1) the Contractor materially 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, including any additional costs of procurement of similar services from another source.

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 County or other 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 written notification 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. Should such appropriation not be 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 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

- A. 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, which complies with the attached Budget Exhibit.
- B. 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.

- C. 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 subsequent invoice.
- D. If the signature date of this Contract occurs after the Start Date listed on page 1, the Contractor may seek compensation for activities performed as of the Start Date, provided that such activities and expenses are identified in the Scope of Work and Budget and that such compensation is compliant with all other terms of this Contract.
- E. 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.
- F. 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.
- G. 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 which complies with generally accepted accounting principles promulgated 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 presently 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 Contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

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

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Contractor shall maintain the following:
  - 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 businesses 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 the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this 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.
- D. 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.
- E. 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.

- F. 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/healthservices/health/partnerships/contracts>

**7. Audits**

- A. A Contractor, for-profit or non-profit that receives in excess of \$100,000 in funds during its fiscal year from the County, shall provide fiscal year audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year (if applicable, see **Section 7.D.**) and shall meet the following requirement, if applicable:
  - 1. If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from any sources during its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.
- B. Non-profit Contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) IRS Form 990 within 30 days of its being filed; and 2) a full set of annual financial statements.
- C. For-profit Contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) income tax return within 30 days of its being filed; and 2) a full set of annual financial statements.
- D. A Contractor subject to the requirements in Section 7.A. may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:
  - 1. That financial reporting and any associated management letter show no reportable conditions or internal control issues; and
  - 2. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.
- E. Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

**8. Corrective Action**

If the County determines that a breach of Contract has occurred, that is, 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 agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;  
  
The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- B. 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;
- C. In the event that 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 commence termination or suspension of this Contract in whole or in part pursuant to Section 1.C.;
- D. 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; and
- E. 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. 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. 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. 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 and/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 the Industrial Insurance provisions of Title 51 RCW. In the event 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. 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. 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. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

**11. Insurance Requirements**

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance 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/healthservices/health/partnerships/contracts>; Contractors shall read and provide required insurance documentation prior to the signing of this Contract.

**12. Assignment/Subcontract**

- A. 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.
- B. "Subcontract" shall mean any contract 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.
- C. The Contractor shall include King County Terms and Conditions sections 2.E., 2.G., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 27, the Federal Terms and Conditions contained herein, and any other grant requirement, if attached, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. 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 agrees that it will not discriminate against any employee or applicant for employment because of the employee 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/healthservices/health/partnerships/contracts>; Contractors shall read and certify compliance.

B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts beginning on or after April 1, 2015, for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it 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 <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County 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**

- A. The Contractor agrees to 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 pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The 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.
- C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract 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**

- A. 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, when the purchase of such equipment is reimbursable as an Contract budget item, 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.
- B. 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.

**16. Proprietary Rights**

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. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

**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 awarded for herein and assumes no obligation for future support of the activity awarded herein 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 the terms hereto 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. Changes to the County's agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Contract. The Contractor shall be notified in writing of any changes in the agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Contract does not change.

**22. Notices**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor 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 said 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.

In the event that 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. Counterparts and Signatures by Fax or Email**

This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract. Further, upon executing this Contract, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Contract bearing the original signature was received in person.

**27. 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

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

### APPENDIX II TO 45 CFR 75—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the HHS 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 currently set at \$150,000, 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, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.

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). 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). The Act provides that each contractor 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 Contractor 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 Contractor must comply with the requirements of 37 CFR part 401 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 government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 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. See § 75.331 Procurement of recovered materials.

K. 2 CFR Part 200 Subpart F – Audit Requirements

- 1) If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor shall meet the respective audit requirements described herein as applicable.
- 2) If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO’s Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR Part 200 Subpart F, as

amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with this requirement.

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

## FEDERAL 330H GRANTOR SPECIFIC REQUIREMENTS

As applicable, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards as codified in 45 CFR Part 75 effective December 26, 2014.

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

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

The HHS Appropriations Act requires that, to the greatest extent practicable, all equipment and products purchased with funds made available under this contract should be American-made. Prior approval is required for the purchase of equipment with a unit cost of \$5,000 or more (45 CFR 75.439). Additional obligations related to equipment purchases are cited in 45 CFR 75.430.

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

Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15559), the Contractor is prohibited from using federal funds to provide abortion services except in the case of rape or incest, or when the life of the woman would be endangered.

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

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

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

Division G, Title II of the *Consolidated and Further Continuing Appropriations Act, 2015* (Public Law 113-235) limits the use of federal funds from the HHS Office of the Assistant Secretary for Health (OASH) on all grant or cooperative agreements henceforth including the current budget period.

(1) Restriction on Distribution of Sterile Needles (Section 520)

"Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug."

(2) Limitation on use of Funds for Promotion of Legalization of Controlled Substances (Section 509)

"None of the fund made available in this Act may be used for any activity the promoted the legalization of any drug or other substance included in the schedule 1 of the schedules of controlled substances established under section 202 if the Controlled Substances Act except for normal and recognized executive-congressional communications."

(3) Salary Limitation (Section 202)

"None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

### Links related to Federal 330h

(A) HRSA Health Center Program Compliance Manual

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

(B) Legislation/regulation authorization

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

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

(D) Medicare & Medicaid Anti-kickback statute

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title42/42cfr1001\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title42/42cfr1001_main_02.tpl)

(E) Limited English Proficiency

<http://www.lep.gov/13166/eo13166.html>

(F) Eligibility for Services and Definition of Homeless Individuals per HRSA Health Center Program Compliance Manual,

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



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

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

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

## Exhibit A

### Definitions: Services and Homelessness<sup>1</sup>

#### SERVICE DEFINITIONS:

**Behavioral Health Services**, an umbrella term that refers to mental health and/or chemical dependency services including counseling, medical and/or psychosocial treatment services provided to individuals with substance use disorder, mental health disorders, and/or co-occurring disorders.

**Case Management Services** refers to patient-centered services that link patients with health care and psychosocial services to ensure timely coordinated access to medically appropriate levels of health care and to other support services. Key activities include: (1) assessment of the patient's needs and personal support systems; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) patient monitoring to assess the efficacy of the plan; and, (5) periodic re-evaluation and adaptation of the plan as necessary.

**Chronic Health Conditions** are those that persist for a long period of time. Examples of common chronic health conditions among people living homeless include, but are not limited to, asthma, arthritis, diabetes, depression and other mental health conditions, hypertension, congestive heart failure, hepatitis, cancer, substance use related health conditions, and HIV/AIDS.

**Community Health Workers (CHWs)** are members of the community who work with, or for, local healthcare systems to provide case management, health education, and/or other enabling services. CHWs often share cultural and linguistic characteristics with those whom they serve (e.g. shared ethnicity, race, socioeconomic status, language, or other lived experiences affecting health and wellbeing). CHWs may be referred to with various staff titles, including community health advisors, health advocates, peer health educators, peer advocates, and community health representatives.

**Continuity of Care** is when care is provided for a person in a coordinated manner and without disruption, despite involvement of different practitioners in different care settings. All involved in a person's care—including the person receiving care—communicate and work with each other to coordinate as a team and set goals. A person's needs change over time, and continuity of care assures that changing needs are met.

**Enabling Services** are intended to assist clients in managing health and social needs. Enabling services may include case management, outreach, referral making and confirmation, health education, and access and eligibility assistance.

**Field Staff or Field Nurse** refers to an individual who practices in the community, off-site from the clinic, and without on-site clinical supervision.

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<sup>1</sup> All definitions are from HRSA Health Center Program Terms and Definitions unless otherwise specified.

## Exhibit A

An **Interdisciplinary or Multidisciplinary Team** is comprised of individuals from at least two different disciplines, who share responsibility for the well-being of each patient. Team members communicate frequently, share information about the patient, coordinate services, and develop and work from common individualized care plans.

**Harm Reduction** is a set of practical strategies and ideas aimed at reducing harmful consequences and risky behaviors. A basic assumption in this approach is that patients want to make positive changes, and skilled clinicians are to use motivational strategies to help them move along the change continuum toward determined goals. Essential components of this philosophy include respect, trust, and a nonjudgmental stance on the issue at hand.

**Health Education Services** provide information to assist individuals in navigating options to promote health and healthy behaviors.

**Housing First Model** refers to programs which do not require that people stabilize in order to move into housing. The intent of Housing First programs is to move people into housing as quickly as possible, which places them in a better position to address issues of addiction and other health challenges. These programs provide a variety of individualized services to improve housing stability and promote well-being; however, people are not required to utilize these services in order to stay housed.

**Medication Assisted Treatment** is the combined use of medication, counseling, and behavioral health therapies for the treatment of substance use disorders.

**Medical Care Services** include the provision of general primary health care services and nursing services. Services include a comprehensive program of preventive, episodic, and ongoing care for acute and chronic conditions.

**Mental Health Services** include psychiatric, psychological, psychosocial, or crisis intervention services. The goal of Mental Health services is to help clients experiencing homelessness improve mental health, explore coping mechanisms, and address other facets of diagnosed or undiagnosed mental health issues and/or co-occurring disorders. (Please also refer to the *Behavioral Health Services* definition above.)

**Motivational Interviewing** focuses on exploring stages of change (change theory) and resolving ambivalence and centers on motivational processes within the individual that facilitate change. It does not impose change, but rather supports change in a manner congruent with the person's own values and concerns.

**Outreach Services** Outreach is defined as an effort to approach and engage an individual with the objective of developing a relationship of trust. Services may include addressing an individual's immediate survival needs, providing health education, facilitating access to available services, and establishing trusting relationships.

## Exhibit A

**Physical and Behavioral Health Integration** addresses the intersectionality of substance use disorder, physical health, and mental health needs by supporting coordinated, person-centered healthcare that focuses on whole health outcomes.

**Quality Improvement/Quality Assurance (QI/QA):** quality is the degree to which health services increase the likelihood of desired health outcomes and are consistent with current professional knowledge. Improvement and assurance entail a continuous and structured planning process to evaluate current practice and improve systems and processes.

**Referrals** are defined as resources and information given to the patient for the purpose of meeting one or more collateral needs (needs the immediate program cannot meet). Referrals are reported under the following categories:

- **Referrals Made** - when a provider directs a client to needed core medical or support services in person or via phone, written correspondence, or other form of communication.
- **Referral completed (or a linkage)** - confirmation that a client has received the service referred. Confirmation may be self-reported by the client or confirmed by the provider of the referred service.

**Respite Care** is recuperative or convalescent services used by homeless people with medical problems who are too ill to recover on the streets or in a shelter. It includes the provision of shelter and medical care with linkages to other health care services such as mental health, oral health, substance use disorder treatment, housing, and social services.

**Social Services or Supportive Services** may include but are not restricted to such services as assistance with housing, eligibility, and transportation. Independent living skills support and training, and food services are other examples.

**Substance Use Disorder/Chemical Dependency Treatment Services** are screening, diagnosis, and treatment services for substance use disorders (e.g. disordered use of alcohol, tobacco, prescription and other drugs). At a minimum, these services include:

- Age appropriate, harm/risk reduction and age appropriate counseling to address identified risk factors, support abstinence, and/or decrease negative consequences of substance use disorder;
- Detoxification to manage withdrawal symptoms associated with substance use disorder; and
- Treatment/rehabilitation, to include individual and/or group treatment, counseling and case management.
- Treatment may occur in out-patient or in short-term residential settings and may include medication for opioid use disorder (MOUD) such as Buprenorphine, Suboxone, and Methadone.

## Exhibit A

**Trained assisters** are employees, contractors, or volunteers who work on behalf of the health center (regardless of the funding source supporting the assisters' activities) to inform clients of affordable health insurance options and facilitate enrollment. Outreach and enrollment assists are defined as customizable education sessions about affordable health insurance coverage options and/or other assistance provided by a trained assister to facilitate enrollment through the Health Insurance Marketplace, or Medicaid. Outreach and enrollment assists may be provided one-on-one or in a group setting.

**Trauma-Informed Care Approach:** (1) realizes the widespread impact of trauma and understands the potential paths for recovery; (2) recognizes the signs and symptoms of trauma in clients, families, caregivers, and other members of an individual's support system; (3) responds by fully integrating knowledge about trauma into policies, procedures and practices; and (4) seeks to actively resist re-traumatization. A trauma informed approach reflects the adherence to the following six principles: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and cultural, historical and gender issues.

**Visit:** visits are documented, individual, face-to-face, or virtual contacts between a patient and a licensed or credentialed provider who exercises independent, professional judgment. Visits are most often in person, one-on-one, however the following types of encounters are also allowed:

- **Telehealth** is an allowable visit when used for the purposes of reducing access barriers (geographic or mobility) and/or care coordination. Telehealth is defined as the use of telecommunications and information technologies to share information, and provide clinical care, education, public health, and administrative services at a distance. The provider must be acting independently and not assisting another provider.
- **Group sessions** for behavioral health are allowable visits. Group sessions may include group counseling, group treatment, and/or group therapy. Services rendered must be documented as detailed in Exhibit B, Documentation Guidelines. Documentation of patient referrals made and completed must be included when documenting other services to patients during an encounter.
- **Engaging One-on-One** refers to any of the following:
  1. Direct patient care such as foot care, self-management support for chronic health conditions, psychosocial support, and strategies for medication adherence.
  2. Educating patients on the importance of ongoing care (both in individual and group settings).

## Exhibit A

3. Referring and linking people to primary care, specialty care, dental care, mental health support, chemical dependency assistance, and other health services.

### DEFINITION OF HOMELESS INDIVIDUALS:

Eligibility for Services and Definition of Homeless Individuals per HRSA Health Center Program Compliance Manual:

<https://bphc.hrsa.gov/programrequirements/compliancemanual/index.html>

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

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

## Exhibit B

### DOCUMENTATION OF SERVICES GUIDELINES

The following documentation guidelines are based on recognized principles of health record management and constitute the expectations of Public Health - Seattle & King County under this Contract.

Health Care for the Homeless Network (HCHN) requires health record audits and the inclusion of homeless patient records in the quality management activities of the Contractor.

- All client visits must be documented in the client's health record. For every encounter submitted to HCHN, a corresponding case note or chart note documenting the visit must exist and be retrievable.
- Current demographic information must be documented in the client record. This may include, but is not limited to, gender identity, sexual orientation, social unit, military service, ethnicity/race, language preference, medical coverage, homeless background, disability income, annual household income, zip code, migrant worker status, and housing status.
  - Contractors who experience hardships documenting any demographic data elements must contact their contract monitor to arrange appropriate technical assistance and/or identify reasonable accommodations – see HCHN Data Standards Manual for specific data and electronic file submission elements required.
- A client's eligibility for HCHN-funded services is based on the definitions of homelessness outlined in Exhibit A and must be documented in the health record or chart. However, broader definitions of homeless may also be applicable given a program's funding source. For contracts with non-HRSA funding, requests to serve patients according to any other homeless eligibility criteria than that outlined in Exhibit A will be reviewed on a case-by case basis by HCHN Administration.
  - Housing status must be collected at the first visit of the year when the patient was identified to be experiencing homelessness. Any change to housing status must be reflected in the case or chart notes.
- All case or chart notes should reflect the status of the client, the plan of care, and the clinical service provided by the provider. Providers should utilize charting practices that are universally accepted within their field of care and/or charting practices that have been adopted by the provider's agency. In each case or chart note, the reader should be able to determine:
  - The provider's assessment of the issue or health problem given the descriptive data or subjective and objective data provided by the client or surrogate during the visit.

## Exhibit B

- The plan that has been developed with the client and which reflects a response to the assessment and the client's personal situation.
- Referrals made and referrals completed (linkages), with treatment outcomes as available.
- Client records must be maintained and transferred in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and as prescribed by state law.
- The provision of patient care documentation, as well as the disclosure of any information identifying a person's receipt of alcohol and drug abuse treatment services, is governed by federal regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR parts 160 and 164, subparts A and E.
- Client records are the responsibility of the contracting agency employing the HCHN provider. The contracting agency will provide an accessible archive/storage facility for client health records that are maintained by the agency, to be available to HCHN as needed.
- Clinical Supervisors are expected to periodically review charts completed by HCHN funded staff, for quality and compliance purposes. Records of internal chart review should be noted and systematically filed and made available to HCHN as requested.

### HOMELESS CATEGORIES FOR UDS REPORTING PURPOSES:

- **Doubled Up:** Patients who are living with others; the arrangement is generally considered to be temporary and unstable, though a patient may live in a succession of such arrangements over a protracted period of time.
- **Other:** This category may be used to report previously homeless patients who were housed when first seen, but who were still eligible for the Health Care for the Homeless program. Patients who reside in SRO (single room occupancy) hotels or motels, other day-to-day paid housing, or other housing programs that are targeted to homeless populations should also be classified as "other."
- **Permanent Supportive Housing (PSH):** permanent supportive housing usually is in service-rich environments, do not have time limits, and may be restricted to people with some type of disabling condition.
- **Shelter:** Shelters for homeless persons are seen as temporary and generally provide for meals as well as a place to sleep for a limited number of days and hours of the day that a resident may stay at the shelter.



## Exhibit B

- **Street:** This category includes patients who are living outdoors, in a car, in an encampment, in makeshift housing/shelter, or in other places generally not deemed safe or fit for human occupancy.
- **Transitional Housing:** Transitional housing units are generally small units where persons who leave a shelter are provided extended housing stays—generally between 6 months and 2 years—in a service rich environment. Count only those persons who are “transitioning” from a homeless environment. Do not include those who are transitioning from jail, an institutional treatment program, the military, schools or other institutions.

### **Classification of Patients from Correctional Facilities and Other Institutions**

Persons who spent the prior night incarcerated, in an institutional treatment program (mental health, chemical dependency, etc.) or in a hospital should be reported based on where they intend to spend the night after their visit/release. If they do not know, report as “street.”

# Exhibit C

## Standard Finance & Budget Requirements

Health Care for the Homeless Network, Public Health—Seattle & King County

January 1, 2020 to December 31, 2020

The Contractor is required to comply with all applicable regulations related to cost principles and administrative requirements set forth by the Office of Management and Budget (OMB) and requirements set forth in this Contract and related attachments or certifications. HCHN refers to Healthcare for the Homeless Network.

The Contractor must maintain effective internal controls that provide a reasonable assurance of compliance with “Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards” Code of Federal Regulations, Title 45, Part 75, Subpart D, Section 303.

This Contract includes federal funding. See Part B of the Contract (Federal Terms and Conditions) for specific requirements related to the receipt of federal funds under this Contract.

### **Direct Allocated Costs:**

For allocated direct costs such as occupancy or communications, the Contractor must submit within 14 business days of Contract execution a cost allocation plan that includes pertinent information such as the type of cost being allocated, parameter of the cost pool, allocation base (e.g. by FTE), and percentage being allocated to the HCHN Contract. HCHN will require a new plan be submitted any time there is a change to the allocation base or quantities. The plan will be reviewed by HCHN finance staff prior to any invoice payments. When direct costs are allocated, they must be treated that way consistently across the agency, regardless of funding source.

### **Indirect Cost:**

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. This amount is negotiated and agreed upon between the Contractor and HCHN.

### **Salary Limits for federally funded positions:**

The Contractor is not allowed to charge a federal grant a salary in excess of Federal Executive Level II of the Federal Executive Pay Scale located here (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>). As of the date of this contract the 2020 Federal Executive Level II salary cap is \$197,300. This amount reflects an individual's annual base salary exclusive of fringe benefits and income that an individual may be permitted to earn outside of the duties of the Contractor's organization.

## Exhibit C

### **FTE and Base Salary Information:**

For changes in staffing, capacity or FTE level, the Contractor must submit an updated FTE chart to HCHN Contract Monitor and Fiscal Specialist within 30 days of the change. On an annual basis the Contractor must submit any salary updates to partial or fully direct funded staff. Updates (if any) should be submitted to the HCHN Fiscal Specialist no later than **June 30<sup>th</sup>, 2020**.

### **Billing and Reimbursement:**

The Contractor will operate according to the budget that is negotiated with HCHN staff and appears as an exhibit to this Contract. Changes to the budget amounts, line items, or costs pooled in a line item must be approved by HCHN staff preceding the next monthly billing and generally requires an amendment to this Contract.

The Contractor shall not invoice for costs incurred that are also paid for by another funding source. Signed (by hand or electronic) invoices and applicable documentation must be submitted on or before the 20<sup>th</sup> of each month. Invoices and documentation will be sent to the email address(es) included on the invoice template. If questions arise during HCHN's review of submitted invoice packets, payments will not be processed until all issues have been resolved.

All purchased items must be received by the Contractor or site staff by 12/31 of the current year in order to be eligible for reimbursement. Exceptions to this rule are granted in cases of back-ordered products, unexpected delay by the shipper, or products that require additional customization for optimal use.

The Contractor will advise HCHN of any changes in revenue from other sources affecting this program, including grants and patient generated revenue. Funding changes may result in renegotiation of annual targets and the budget. The Contractor must have a mechanism to track and document expenses by line item that are assigned to HCHN funding source(s) and Program Generated Revenue (PGR) separately.

The Contractor will comply with year-end invoice submission requirements that are usually announced in November.

### **Invoice Documentation Requirements:**

Requirements for documentation supporting invoices by line item will be specified by HCHN. Substitutions to any required documents must be approved by HCHN prior to billing. Upon request from HCHN, the Contractor must provide additional documentation to substantiate charges on the invoice. All patient assistance documentation must comply with HIPAA regulations and have confidential information redacted/blacked out.

## Exhibit C

For Gift Cards, Bus, Train, Taxi vouchers or passes and other similar items, the Contractor is required to provide HCHN with receipt from the initial purchase as well as a disbursement log which includes: Purpose, Date disbursed, Dollar Value, and be signed by both the client and a Contractor representative. As a reminder, these items can only be billed to HCHN upon disbursement and will be paid when accompanied by the aforementioned documentation.

### **Record Retention:**

The Contractor must retain financial records, supporting documents, statistical records, and all other records pertinent to the Health Care for the Homeless Program for services completed by the Contractor or under any subcontracts for the period specified in the general terms and conditions of this Contract.

### **Program Income (P.I.)/ Patient Generated Revenue (PGR):**

The Contractor shall report **monthly** to HCHN the receipt of any program service income generated under this Contract. Where applicable, estimated program income amounts and proposed uses must be reflected in the budget. All program income will be retained by the Contractor, but must be reinvested to further the objectives of Health Care for the Homeless within the program it was generated in.

On a **quarterly** basis, the Contractor must provide a report showing revenue and expenditure associated with the HCHN funding and PGR on a template provided by HCHN. For providers whose effort is split between direct funds & PGR, HCHN will request a report showing the total number of visits (associated with the homeless program) and how many of the visits were billed to a third party.

On an **annual** basis, the Contractor must provide HCHN with detailed information on program income such as sources and amounts of the income and details on the costs covered by the program income. The information must be provided on the form HCHN provides for this purpose.

### **Double Dipping:**

The Contractor must ensure that multiple funding sources (including those outside of HCHN) are not being billed for the same expenses (no double-dipping). For agencies generating PGR, HCHN cannot be billed for the excess cost associated with a visit that has already been partially reimbursed by a third party.

**Agency Name**  
**HEALTH CARE FOR THE HOMELESS PROGRAMS**  
**JANUARY 1 - DECEMBER 31, 2021**  
**Contract #**  
**EXHIBIT D -- FUNDING SUMMARY**

<b>Fund Source</b>	<b>Amount</b>
<i>Budget #</i>	
Funding Source 1	
Funding Source 2	
Funding Source 3	
<b>TOTAL</b>	
Estimated Program Income	

# Exhibit E

## Qualified Service Organization Agreement

Health Care for the Homeless Network, Public Health—Seattle & King County

**AGENCY NAME (CONTRACTOR)**

Program Title

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

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

**Contract #**  
**Exhibit 1: Scope of Work**

Health Care for the Homeless Network, Public Health—Seattle & King County

**Contractor**  
**Homeless Services**

Period of Performance: January 1, 20XX- December 31, 20XX

Health Care for the Homeless Network (HCHN) provides health care and ensures access to adapted care for individuals and families experiencing homelessness.

**WORK STATEMENT**

The Contractor shall participate as an active member of the collaborative Health Care for the Homeless Network in accordance with the terms and conditions described hereinafter. The total amount of reimbursement from Public Health—Seattle & King County funds during the performance period January 1, 20XX through December 31, 20XX is stated in Exhibit 2, Budget.

**PROGRAM DESCRIPTION**

A. Outcomes

**Health Resources & Services Administration (HRSA)**

- Improve health and achieve health equity through access to quality services, a skilled health workforce and innovative programs.

**Veterans, Seniors, and Human Services Levy**

- Promote healthy living, financial stability, social engagement, housing stability and service system access for veterans, seniors and vulnerable populations.

**King County Equity & Social Justice (ESJ) Strategic Plan**

- Reduce disparities in health and housing
- Increase community engagement in planning processes

B. Indicators

- Number of patients served and the number of encounters will be reported monthly by Contractor. Services include confirmed linkages.

C. Eligibility

Eligibility shall include individuals in King County experiencing homelessness or at risk of homelessness as defined in Exhibit A.

D. Definitions

For all terms relevant to this scope of work, please see Exhibit A, “Definitions: Services and Homelessness.”

E. Program Requirements

1. The Contractor agrees to the annual targets below:

**Services Provided:**

**Service Type**

<b>Performance Measurements –Shelter Nursing</b>	<b>Number</b>
<b>Patients</b>	
Unduplicated patients	XXX
<b>Visits</b>	
Total visits	XXX

<b>Learning Objectives – all programs</b>	<b>Number</b>
<b>Patient Engagement</b>	
Total number of patients who participate in at least one program assessment, planning or evaluation activity	XX
<b>Racial Equity – all programs</b>	
Implementation of at least X program-level strategies to address how institutional racism impacts access to quality care for a sub-population(s) experiencing health disparities.	X

2. To adhere to the HCHN Philosophy of Care and to ensure the highest quality and evidence-based practices, the Contractor will:

- a. Participate in a multi-disciplinary team approach;
- b. Assure continuity of care;
- c. Practice and incorporate the approaches of trauma-informed care, motivational interviewing, and harm reduction; and
- d. Provide self-management support to patients.

3. The Contractor shall ensure that all Contractor-employed providers of direct patient services be qualified, and have privileges granted, to perform those services for which they are employed, or for which they have volunteered. The Contractor will ensure that such providers are:

- Licensed, certified, or registered as verified through a credentialing process, in accordance with applicable Federal, state, and local laws; and
- Competent and fit to perform the contracted scope of work and/or assigned duties, as assessed through a privileging process.

4. The Contractor shall not deny services due to an individual's inability to pay. The Contractor will assure that fees for services provided under this contract are discounted as follows:



- A full discount is provided for individuals and families with annual incomes at or below 100 percent of the current Federal Poverty Level (FPL).
  - Partial discounts are provided for individuals and families with incomes above 100 percent of the current FPL and at or below 200 percent of the current FPL. Discounts should adjust based on gradations in income levels and include at least three discount pay classes.
  - No discounts are provided to individuals and families with annual incomes above 200 percent of the current FPL.
5. Contractor shall maintain grievance procedures for individuals who receive services under this Contract, which include how participants will be informed of their rights to address grievances, including ways to submit anonymously. Contractor shall maintain documentation of all grievances filed against the program including, but not limited to, name of the person filing the grievance (if known), date the grievance is filed, nature of the grievance, outcome of the grievance, and the date of the resolution.
  6. The Contractor shall maintain policies and procedures for identifying risks to patient safety and adverse events, including practices and guidelines to respond to and prevent future adverse events. Policies and procedures should clearly outline chains of communication and guidance on escalation processes within the Contractor's organization.
  7. The Contractor must maintain the confidentiality, integrity, and availability of protected health information. Laptops and information gathered, stored, and transmitted using laptops must be kept confidential and should have the appropriate administrative, technical, and physical safeguards to prevent unauthorized or accidental disclosure.
  8. The Contractor shall incorporate services to homeless people into the Contractor's ongoing quality management activities.
  9. Patients who are provided services identified under this Contract shall have an opportunity to participate in a patient feedback mechanism in order to comment on the effectiveness of the service they received and their accessibility to that service.
  10. The Contractor shall execute Memoranda of Understanding (MOU) with each service site where services are regularly delivered to describe the responsibilities of Contractor and to clarify roles of site and Contractor staff.
  11. The Contractor shall work with King County staff to coordinate and align services with other VSHSL-funded organizations and system partners in order to effectively and efficiently administer a set of services that clients may be seeking to access.
  12. Requirements specific to reporting can be found at the end of this Exhibit 1, Scope of Work, and requirements for use of program income (patient generated income or PGR) appear in Exhibit C, Standard Finance & Budget Requirements.

13. Additional Requirements:

Requirement	Frequency
Participate in and comply with HCHN site review	Annual
Participate in and comply with the HCHN quality improvement and quality assurance activities, including, but not limited to, chart reviews, peer reviews, and UDS clinical measurement activities based on scope of service.	Annual
Submit annual program narrative	Annual
Attend and actively participate in HCHN provider meetings	Quarterly
Attend and actively participate in HCHN Annual Gathering	Annual
Submit current site schedules to Contract monitor	Within 30 days of execution of Contract
Notify HCHN of changes in personnel funded in whole or in part with HCHN funds and submit an updated site schedule	Within 30 days of staff change taking place
All new staff hired under this Contract will participate in an orientation provided by HCHN staff	As soon as possible after hire
Participate in HCHN data submission quality review, including resubmission of any files that do not adhere to HCHN data standards	Quarterly
Submit client engagement/ patient satisfaction data	Bi-annually

14. In accordance with Veterans, Seniors, and Human Services Levy Funding requirements, the contractor will include in all print and web-based marketing tools for the program both the King County logo and the following statement: "This program received funding from the King County Veterans, Seniors, and Human Services Levy."
15. The Contractor shall participate in regular meetings of levy-funded organizations, if and when these are convened, to improve system connection and coordination of existing services and support best practices and shared learning.
16. The Contractor shall engage in any levy competency trainings offered by King County. These training opportunities shall be offered at no cost to VSHSL-funded providers to help providers attain and maintain key skills and concepts that will support the VSHSL's goals of effectiveness, efficiency and equity.
17. The Contractor shall include an attribution to the VSHSL with the use of the VSHSL logo and/or a statement such as "This program receives funding from the King County Veterans, Seniors and Human Services Levy" in all program marketing materials, digital or hardcopy, developed during this Contract period.

18. The Contractor shall complete a VSHSL-funded wage study, once developed, every two years to help inform understanding of prevailing wages among nonprofit providers, and how compensation may be contributing to staff satisfaction, turnover and client outcomes. Results of the survey shall be made available to all VSHSL-funded providers.

## **COMPENSATION AND METHOD OF PAYMENT**

Billing and invoice information is detailed in Exhibit 3 and Exhibit C of this Contract.

If the Contractor fails to submit any of the reporting requirements stated in this Contract, current and future invoices may not be paid until the Contractor submits all required information.

## **REPORTING REQUIREMENTS**

### A. Data Submission

The encounter goals/outcomes for providers in this scope of work will be measured from data submitted through electronic data uploads. The Contractor is required to maintain medical records or case note documentation for every HCHN encounter form/electronic upload submitted to HCHN that was provided by an HCHN supported staff person.

King County's Privacy Protection Laws

(<http://www.kingcounty.gov/about/website/privacy.aspx>) govern all data requests, including, but not limited to, sharing Protected Health Information.

If the Contractor is submitting data related to substance use disorder and/or alcohol treatment services, please note the provision of patient care documentation, as well as the disclosure of any information identifying a person's receipt of alcohol and drug abuse treatment services, is governed by federal regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR parts 160 and 164, subparts A and E. Please see Exhibit E (Qualified Service Organization Agreement) for additional details regarding disclosure of alcohol and drug abuse treatment service information.

The Contractor is required to submit electronic data on or before the 10<sup>th</sup> of each month according to the protocol referenced in the King County PH HCHN Data Standards Manual. The data file should include all encounter records created or modified during the prior month. All submissions shall include encounters that have taken place since the previous submission.

Non-receipt of encounters is cause for delayed payment of invoices. Encounters received more than 60 days after the individuals were seen may not be accepted. Please see Exhibit A for details on service definitions and Exhibit B for information on reporting categories.

### B. Site Schedules

The Contractor is required to submit initial site schedules to their Contract Monitor within 30 days of contract receipt. Site schedules should contain the following elements:

- Names and locations of service sites
- Hours of operation for each site
- Staff Schedules showing: 1) staff members' names, 2) position titles and 3) days *and* times each staff member is at each site
- A contact name, email, and telephone number for client referral by other service providers

The Contractor is required to update site schedules within 30 days of schedule changes, turn over, or other shifts in staffing (e.g. staff promotion, reduction in effort, extended leave).

Services shall be provided by substitute staff when regular staff are unavailable, but their names need not be reflected in the site schedule unless for a period longer than two weeks.

Non-receipt of the initial site schedules and/or updated site schedules within the timeframes outlined above is cause for delayed payment of invoices.

#### C. HCHN data submission quality review

The Contractor is required to maintain a file structure as laid out in the HCHN Data Standards Manual, to actively review performance monitoring reports from HCHN on a quarterly basis, and to compare HCHN performance monitoring reports to internal records. If any discrepancies are found, the Contractor will notify HCHN within 14 business days and submit a refreshed file within 45 business days.

HCHN reserves the right to request file resubmission when files do not follow the standards set forth within the Data Standards Manual. The contractor must resubmit files within 45 business days of the requested resubmission.

Required data elements for submission (as outlined in the Data Standards Manual) are subject to change based on HCHN's funder requirements. Contractors are required to work with HCHN to adjust data collection and transfer systems as needed.

#### D. Annual Narrative Report

The Contractor shall submit a narrative report using the designated HCHN narrative form by December XX, 20XX.

#### E. Client Engagement/Patient Satisfaction

The Contractor shall submit data on patient engagement/ patient satisfaction bi-annually. Data from January 1, 20XX - June 30, 20XX should be reported on the designated HCHN form by July 10, 20XX.

Cumulative year to date (January 1, 20XX – November 30, 20XX) data on patient engagement/patient satisfaction should be included in the Annual Narrative form, due December 11, 20XX.

**Exhibit 2**  
**BUDGET**  
**JANUARY 1 - DECEMBER 31, 2021**

**Contract #**

**Agency Name**

<b>BUDGET DETAIL</b>	<b>Seattle HSD /Fed 330h/VSHSL</b>	<b>Estimated Program Income</b>
<b>Program Title</b>		
<b>Total Personnel:</b>	<b>\$</b>	
<b>Total Supplies:</b>	<b>\$</b>	
<b>Indirect Costs:</b>	<b>\$</b>	
<b>TOTAL BUDGET</b>	<b>\$</b>	<b>\$</b>

**\*\* Program Income:** Program income amount is an estimate only based on prior earnings and is not a contractual expectation other than reporting the amount at least quarterly , documenting the amount earned, and reinvesting the program income back into the program. Contractrs who do not normally earn program income are still required to report it at least on a quarterly basis (even if zero). On an annual basis, contractors who report program income are required to provide detail on the source and amount of program income (3rd party payments, donations, etc.) and report on how it is used (e.g., salaries, operating, etc.) is required on a form provided by the HCHN Program.

**Contract #**  
**Exhibit 2 Attachment A**  
**Budget & Finance Requirements and Line Item Budget Justification**  
Health Care for the Homeless Network, Public Health—Seattle & King County

Contractor  
Homeless Services  
January 1, 20XX to December 31, 20XX

See Exhibit C for standard HCHN finance and budget requirements and requirements related to program income (patient generated revenue or PGR). This Contract includes federal funding—see Contract Part B for requirements related to Federal 330h Homeless funds.

**LINE ITEM BUDGET JUSTIFICATION:**

**TOTAL BUDGET:**

**PERSONNEL**

**Nurses:** This covers the full effort of two nurses (one part-time and one full-time) and partial effort for one full-time nurse. All three nurses assist patients with acute medical need and provide health education, wound care, foot care, chronic disease management, and care coordination.

**Social Workers:** This covers the partial effort of two full-time social workers (one of whom is a psychiatric social worker). Social Workers assist clients in making appointments for primary care and behavioral health care at community health center sites. Social workers conduct assessments and assist clients with access to treatment, assist clients in complying with treatment plan, and facilitate access to episodic health care and chronic disease management.

**Fringe Benefits:** This includes Medical, Dental, Vision, Life and AD&D insurance and employer contribution to 401(k) plans.

**OPERATING EXPENSES**

**TRAVEL/TRAINING**

**Travel/Staff Mileage:** This covers the cost of mileage as the staff travel, using their own vehicles, to the service sites. The mileage starts from the first site of the day, not the employee's home, and does not include their return drive back home. Mileage reimbursement for staff using a private auto will not exceed the standard business mileage rate set annually by the federal Internal Revenue Service (current rate is found at <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>).

**National HCH Conference-Registration, Travel, and per diem:** This includes the registration fee for the 20XX National Health Care for the Homeless Conference for the staff covered by this contract. The funds within this line item will also cover travel cost associated with the event. Hotel accommodations, and meals are also included within these funds.

**Training:** This covers the cost of professional, competency-based training appropriate to each staff member's responsibilities and job duties, and includes courses, materials, tools and books. This is a direct charge to the program.

## **SUPPLIES**

**Office Supplies:** Covers the cost of consumable office supplies needed for the staff to complete the administrative duties of their position, including charting, notetaking, and organizing of paperwork and information.

**Outreach Supplies:** This includes the cost of purchasing printed materials used for outreach efforts or patient education materials, such as pamphlets, business cards, flyers, etc.

**Clinical Supplies:** Clinic supplies include the cost of materials required for the nurses to provide medical care to patients. Supplies may include a stethoscope, blood pressure cuff, thermometer, scales. This is a direct charge to the program.

## **CLIENT ASSISTANCE**

**Patient Transportation Assistance:** Covers the cost of purchasing King County Metro ticket books for Homeless Services program patients needing assistance to go to their scheduled medical, dental, nutritionist, or behavioral health appointment, reducing barriers to care. Two tickets are required for a round trip to an appointment; each booklet purchased will provide travel for ten visits. Please note that transportation funds will not only be used for X clinic visits but other medically necessary appointments or visits to outside specialist or emergency rooms.

**Other Client Assistance:** This covers the cost of items clients use to maintain their health. This includes medical related supplies that the clients would otherwise not have the means to purchase, such as walkers, adult diapers, bandages, space blankets, hats and other items to help keep clients warm and dry during the winter. Other client assistance may also include supplies for life saving measures, such as overdose prevention kits.

## **OTHER OPERATING**

**Communications/Phone:** This includes program specific land and long-distance phone charges, internet access fees, and other communication-related costs incurred by the program staff. This is an allocated cost charged by FTE.

**INDIRECT COSTS** This includes expenses related to administrative work for the contract such as program management and oversight, budgeting, invoicing, finance and payroll, resource development, data management, and responding to inquiries (including audit).

Exhibit 3 - INVOICE  
Contract #  
CPA#

Submit signed copy of invoice to:

**King County Accounts Payable Information**

Purchase Order #	_____
Supplier Name	_____
Supplier #	_____
Supplier Pay Site	_____
Remit to Address	_____
	_____
Invoice Date	_____
Invoice #	_____
Amount to be Paid	_____
Note to AP	_____
Payment Type	_____
Print on Remittance	_____
HCHN Contact	_____

<b>Period:</b>			
<b>Program Name:</b>			
<b>Funding Source (s):</b>	Seattle HSD	Fed 330h	VSHSL

Category	Current Charges	Remaining Budget
Salaries	\$ -	\$
Benefits	\$ -	\$
Supplies	\$ -	\$
Indirect Costs	\$ -	\$
<b>Total</b>	<b>\$ -</b>	<b>\$</b>

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

X

Authorized Signature

<b>Program Generated Income</b>
Amount: <span style="background-color: #e0e0e0; display: inline-block; width: 150px; height: 15px;"></span>



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# OUTREACH CONTINUUM PLANNING WORKGROUP RECOMMENDATIONS

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City of Seattle

Edward B. Murray, Mayor

Human Services Department

Catherine Lester, Director



## **BACKGROUND**

The City of Seattle Human Services Department (HSD), All Home and REACH co-facilitated a workgroup during 2016 to review current outreach practices and develop recommendations to create a more defined approach to outreach and case management to people living unsheltered. Outreach has played a significant and important role in *relationship development* and *survival services* to those in need for many years in the City of Seattle and throughout King County. However, historically outreach providers struggle to create the necessary linkages needed to connect those they serve to the housing and other supportive services they need in an immediate fashion. This struggle is part of a systemic challenge resulting in barriers to housing services access as a result of distrust, mistrust and inability to navigate a complex system on the part of people living unsheltered. As well as, lack of resources allocated to outreach providers who are working to connect people living unsheltered with viable and immediate safe alternatives. The role of outreach providers in ending the crisis of homelessness is significant, USICH has published some [lessons learned](#) that highlight much of what is discussed in this report.

It became evident through the development of the Pathway's Home work with [Barb Poppe](#) and [Focus Strategies](#) that persons living unsheltered did not have direct access to the housing and services needed to end their homelessness. Data showed that a range of 23% to 53% of programs are accepting individuals from housed situations. With Coordinated Entry for All and specifically for single adults on the horizon it was critical to begin planning for deeper connections between outreach and housing.

The Outreach Continuum Planning workgroup has met monthly since July 2016 with the objective of **1) assessing and defining what outreach is, 2) development of a standard of practice for all outreach providers, and 3) developing tools for coordination of care particularly to Coordinated Entry for All.**

What follows in this report are clear recommendations provided by members of the workgroup that provide a clear working definition of the purpose of outreach as well as a common standard of care that Providers must adhere to ensure the greatest efficacy in moving those living outside into safer alternatives. However, there is still work to be done by this group in conjunction with All Home and King County to further refine how a By Name List process can support housing navigation services provided by outreach teams and the launch of coordinated entry for single adults anticipated to begin in early 2017.

## **DEFINITION OF OUTREACH**

The Workgroup has developed the following definition: *Coordinated, person centered, and persistent engagement bringing services directly to the people experiencing homelessness who might not seek out services and connect them to permanent housing and necessary supports.*

## **INVENTORY OF OUTREACH PROGRAMS**

King County Department of Community and Human Services (DCHS) conducted a survey of Outreach programs in 2016 and found that 15 programs operate throughout King County. Of those, 7 outreach programs are specifically funded by the City to conduct outreach work. Each of these programs has a target population that they support including individuals with mental illness, individuals living in encampments, young adults living unsheltered, and individuals with significant street presence in the downtown and Capitol Hill areas. Overall, HSD funds roughly 22 outreach positions to operate throughout the City. Considering the vast area these staff must cover and the volume of people they must attempt to engage demand continues to outpace capacity. At this rate, each outreach provider would have to engage regularly with over 130 people (using the One Night Count numbers of unsheltered) to coordinate access to services.

<b>ORGANIZATION</b>	<b>FTE'S</b>	<b>TARGET POPULATION</b>	<b>GEOGRAPHIC AREA</b>
REACH	8	Adults in encampments	Throughout the City
DESC-HOST	2	Adults with mental illness	Downtown/U-Disrict/Lake City
YouthCare	4	Youth/Young Adults	Downtown/U-district/Capitol Hill
Kids Plus	2	Families	Throughout the City
Metropolitan Improvement District	3	Adults	Downtown/Capitol Hill
Road to Housing	3	Adults in vehicles	Throughout the City

**PROPOSED OUTREACH STANDARDS**

The role of outreach should primarily be directed towards ending a person’s homelessness. As All Home, the City of Seattle HSD, and King County DCHS work towards systems transformation efforts it is important to identify opportunities for improved service delivery and enhanced systems coordination. While outreach providers operating now within King County utilize many of the following practices, increasing skills and standardizing tools will further enhance the ability of outreach providers to move people living unsheltered with more efficacy.

**Assessment and Service Provision Competency**

- An outreach provider should be able to establish a trusting relationship with the individual experiencing homelessness.
- An outreach provider should be qualified to conduct and document a reliable assessment of needs of individuals experiencing homelessness which includes, but is not limited to, needs related to: behavioral health, including mental illness or other mental or emotional limitations; substance use and treatment status, and harm reduction measures; physical health, including need for assessment and care by medical professionals; disability; housing; employment; household composition considerations; and geographic considerations.
- An agency deploying outreach providers should have the capacity to train and deploy outreach-based staff such that it can engage clients with intensive and ongoing support, when needed, in order to ensure successful linkages to community services that address the needs that the provider has assessed. Thus a provider’s operating model must afford its staff the flexibility to accommodate a broad spectrum of client capability for self-advocacy and navigating the complex processes that often present barriers to sustainable linkages to services.
- Agencies should devote staff time and other resources to ascertaining when a simple referral to services has been insufficient to effectuate a successful linkage to an agency that provides shelter and/or housing; outpatient mental health, substance use, or physical health care services; and/or more intensive inpatient health services such as a hospital or respite care facility. Further, it must also devote staff time and other resources to following up in an intensive fashion to walk with the client through the linkage process, as required.
- An outreach provider should be prepared to attempt to secure shelter/housing services based on what the client determines they want or need.

**Housing System Competency**

Several comprehensive systems exist that address the critical needs of individuals experiencing homelessness in Seattle. Providers should support people experiencing homelessness to access housing, and to provide effective means to support people to resolve their homeless crisis. A Provider should go beyond simply referring clients to other agencies and should have extensive knowledge and internal processes for assisting clients to access resources.

- Understanding of Coordinated Entry for All (CEA) a federally-mandated King County-wide system that establishes a coordinated, transparent, and equitable system for connecting individuals and families experiencing homelessness to housing interventions such as emergency shelter, rapid rehousing, and permanent housing. Outreach providers participate in CEA by providing housing assessor and navigation services.
- All Housing Assessors are required to complete CEA Housing Assessor Training and once trained, will complete HMIS intake and CEA housing assessment with individuals in need of housing. When possible, the Housing Assessor will connect the individual with a Housing Navigator. Housing Assessors' responsibilities include, but are not limited to the following:
  - Operating as the initial contact for the CEA and communicating eligibility for CEA
  - Exploring resources other than homeless housing programs, such as diversion or employment/education
  - Conducting Housing Assessments
  - Communication with assessed households about next steps and types of resources the household may be referred to
  - Participation in By Name List processes as needed
  - Notifying households about other services/resources, programs they may be eligible for outside of CEA, including housing through BHRD, Section 8, emergency housing, and other community-based resources (employment services, behavioral health, domestic violence services, etc.)
- Knowledge of emergency shelter programs and housing resources that are not part of CEA – section 8 vouchers, affordable housing resources, motel vouchers, etc...

### **Behavioral and Physical Health Competency**

- When an outreach provider assesses an individual experiencing homelessness as needing access to behavioral and/or physical health services, they should be able to directly refer the person to a licensed behavioral health and/or physical health care services.
  - An outreach provider should be able to verify such services are provided to the individual experiencing homelessness either where the individual resides or at the behavioral health provider's location.
  - When individuals have an existing provider, outreach teams should be able to coordinate care.
- An outreach provider should be trained in harm reduction practices including: safe needle exchange and disposal; carrying and using Narcan and training other individuals to carry and use Narcan; informing individuals of their rights related to drug overdose (e.g. Good Samaritan Law); drug treatment options, including Medication Assisted Treatment (Buprenorphine and Methodone); and focusing on minimizing physical, social and legal harms.
- An outreach provider should execute harm reduction practices where needed and in accordance with the standards set forth by the National Health Care of the Homeless Council.

## **Training and Safety Competency**

- An outreach provider should be trained in best practices of outreach and engagement, including: Engaging in Person Centered Approach, Trauma Informed Care, Motivational Interviewing, Skill Based assessments, and Stages of change/engagement.
- An outreach provider should practice adequate safety and backup for outreach workers in the field always by perform duties in pairs.
- An outreach provider should coordinate with Law Enforcement, First Responders, Designated Mental Health Professional (DMHP), and WSDOT as needed to ensure safety of persons experiencing homelessness as well as outreach providers.
- An outreach provider should be trained in self-care practices related to secondary trauma and burn out which are very real risks associated with this practice.

## **Cultural Competency**

- A provider should have a policy for how they will work with the following groups and any other protected class in compliance with City non-discrimination laws and racial equity principles:
  - Those affected by Domestic Violence
  - People living with physical or intellectual disabilities
  - LGBTQ Community
  - Distinct racial and ethnic communities, including Immigrants and Refugees
  - Youth who have been sexually exploited
  - Veterans

## **Data Management and Documentation Competency**

Data management is a critical component of this work, particularly as it relates to documentation of homeless status required by housing providers and federal funding requirements for targeted housing programs. *Regular and consistent documentation of outreach efforts decreases the likelihood of overlooking individuals experiencing homelessness who are most in need, as well as the duplication of services. A systematic approach also allows greater participation from other partners and systems in the community and faster access to a wider variety of targeted and mainstream programs - USICH.* Confidentiality is required when providing direct services to individuals particularly as information pertaining to health status and personally identifying information (PPI). Compliance with federal and state regulations is required in the management of PPI is required for outreach providers.

- An outreach provider shall protect the confidentiality of individuals experiencing homelessness and comply with all relevant laws to such confidentiality. This includes Mandated Reporting, Domestic Violence laws, Run Away laws and any other contracted requirements.
- An outreach provider must collect and enter information in Homeless Management Information System (HMIS) to satisfy contractual reporting requirements in adherence to HMIS performance standards.

## Performance Measures

Outreach is a critical component of the network of services designed to support persons experiencing homelessness. It is important to ensure that outreach efforts are measured to ensure that people living unsheltered have access to the housing and services that they need to end their crisis of homelessness.

- Providers must measure and report rates of success in the System Wide Performance Targets established by All Home:
  - Reduction in length of time homeless and increase rates of exits to permanent housing evidenced by: Navigating people living unsheltered into shelter or housing by completing or confirming the completion of a Coordinated Entry for All assessment.
  - Reduction in returns to homelessness evidenced by: linking people living unsheltered to outpatient physical, mental health, substance use treatment, e.g., confirmed attendance at a clinical visit
  - Reduction the number of unsheltered as evidenced by: documentation of homeless status for all clients served.
  
- Providers may also be required, depending on specific outreach program objectives, to measure specific instances of:
  - Syringe distribution
  - Narcan training and distribution
  - Referrals to medically assisted treatment (MAT) and other substance use treatment
  - Placement in employment
  - Obtaining IDs
  - Securing financial assistance, such as public benefits
  - Client-centered goal setting related to physical or behavioral health.

## TOOLS FOR COORDINATION OF CARE

Ongoing work is needed to develop and maintain coordination between other systems of care and outreach providers. HMIS and CEA are the first two primary tools available for the coordination of services with the homeless housing and services arena. The outreach workgroup will continue to explore opportunities and tools to increase coordination with non-homeless specific providers as Phase II of this work during 2017.

To support providers to develop outreach programs that meet the competencies outlined above and achieve the performance measures additional work is required by the Outreach Continuum Workgroup to ensure seamless connections to and coordination with various systems including:

Law enforcement	Healthcare for the Homeless	WSDOT
Needle Exchange	First Responders	HMIS
CEA	Housing Navigation	Park Rangers
DMHP's	Business Districts	Neighborhood councils
Jails	Hospitals	Courts

## **NEXT STEPS**

Systems transformation planning is underway with All Home, King County DCHS, United Way of King County and the City of Seattle Human Services Department to align investments and performance commitments towards the goal of moving people rapidly into housing. The recommendations from the Outreach Continuum planning group as well as other engagement efforts will help to inform and shape future funding opportunities. HSD is planning now for the release of a competitive funding process during 2017 which will include funding for outreach programs. The awards made in 2017 will be contracted in 2018. While Phase I of this effort focused on competencies required for outreach providers, Phase II will focus on coordination of resources and services that further support ending the crisis of homelessness for people in our community.

### **Phase II components**

- Mobile access to HMIS and CEA
- Communication tools that work across various systems not linked to HMIS
- Refinement of system wide performance targets

## OUTREACH CONTINUUM PLANNING WORKGROUP MEMBERS

Thank you to the following people for your invaluable insight and commitment to this effort.

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Kira Zylstra – All Home

Margo Burnison – King County

Christina Clayton - DESC

Grayden Andrus - DESC

Francesca Martin – Compass Housing Alliance

Hillary Carr – Compass Housing Alliance

Emma Nierman – Veteran’s Administration

Craig Jacobson – Sound Mental Health

Coleen Echohawk – Chief Seattle Club

Derrick – Chief Seattle Club

Richard McAdams – UGM

Bob Chandler – UGM

Darren Caves – UGM

Laurel Snow – YouthCare

Alexis Lopez – YouthCare

Arita Atwal – YouthCare

Johnny Schilling -YouthCare

Brenda Frazier- REACH

Whitney Walker– REACH

Dan Nelson - SPD

Kent Hay – City of Redmond

John Gilvar – Healthcare of the Homeless

Noel Rees – Healthcare for the Homeless

Jeff Lilley - UGM

Jackie St. Louis – MID

Ben Curtis – Operation Nightwatch

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Laurie Becker – King County

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**HEALTH CARE FOR THE HOMELESS NETWORK  
PHILOSOPHY OF CARE**

Health Care for the Homeless Network (HCHN) supports the right to quality health care for all people, with particular emphasis on access to all aspects of health care for people living in poverty, and experiencing isolation and displacement. Staff and programs recognize the importance of providing integrated care through interdisciplinary treatment teams that coordinate primary medical and dental care, access to a health care home, mental health treatment and substance use disorder treatment, affordable housing, food programs, family and community support, and benefits and entitlements.

All services are intended to promote human dignity, to empower participants and improve health and housing outcomes. Most are community-based and strive to be culturally and linguistically appropriate. Evidence-based practices and promising practices are incorporated into a model of care that emphasizes the importance of developing a relationship with each participant. This model recognizes that participants are experts about themselves, that participants and staff each bring experience, skills, tools, knowledge of services and expertise to the relationship, and that this relationship takes place within the context of an organization that has both assets and limitations as dictated by policy, law and funding.

As the coordinating body for this work, HCHN is responsible for identifying and supporting evidence-based practices that contribute to successful program outcomes, such as providing resources on adapting care for homeless people in recognition of their living circumstances, and providing and encouraging ongoing training in best practices. In particular, HCHN promotes a trauma-informed approach and the evidence-based practices of motivational interviewing and harm reduction. Services are organized through partnerships with other systems of service and other funders to leverage collective resources, create a diversity of approaches and options, and create a system that helps people link to health care providers and health care homes that are a good match for them. Seattle/King County's HCHN is a network, built upon partnerships with community and public health clinics, and mental health, substance use disorder and social service and housing agencies. These collaborative relationships are the cornerstone of the Network. Organizations that agree to be part of the network do so with the understanding that they are making the choice to accept, and abide by program expectations and contract requirements.

The following core principles guide service delivery throughout the programs of the Network:

**Human Rights**

Each and every human being has the right to belong to a community without experiencing discrimination, isolation, or fear; the right to speak from a position of equality and power; the right to make choices; the right to impact how services are provided; and the right to develop the skills and supports necessary to improve and sustain quality of life. To promote human rights, in addition to providing direct care to program participants, Network staff act as client advocates within service systems and the community at large. To ensure that each and every action we take promotes human rights, HCHN and its partners strive to:

- Offer and provide care in a manner that enhances participants' dignity;
- Recognize the need to address and work toward the elimination of institutional racism in our community and within our organizations;
- Ensure participants understand their rights in order to facilitate access to safe and affordable housing, health care, employment services, a living wage, benefits and entitlements, and other supportive services;
- Educate program participants about the availability of services;
- Offer participants access to information about evidence-based and promising practices, and help them to explore choices;
- Create opportunities for participants to organize and advocate on their own behalf;
- Promote an organizational culture of transparency and accountability by seeking input from and collaborating with participants in developing the most appropriate plan of action or care plan; and
- Ensure program policies and responsibilities of staff and participants take into account the rights of the individual while respecting the needs and well-being of our communities.

### **Invite, Recognize, and Embrace Differences**

The success of our programs depends on our ability to tailor relationships, interventions, staff, and services to the individual participant, family, or community. No one model of care or provider will be effective in all settings or with all individuals. Our philosophy of care invites and welcomes diversity. These differences may include race, ethnicity, national origin, socioeconomic status, gender, sexual orientation, gender identity, age, disability, religion, education, definition of family, and experience of recovery, health, and treatment. To strengthen our commitment to diversity, HCHN and its partners strive to:

- Create a culture within our programs where differences are welcome and celebrated, and where intolerance and discrimination are stopped when/if they occur;
- Discourage inaccurate assumptions and biases that affect the participant-provider relationship, and encourage participants to teach us about themselves and their needs;
- Employ staff who reflect the diversity of the participants we serve, who are curious about differences, and who are open to learning what our participants teach us about diversity;
- Recognize that there may be indigenous practices and treatment modes that are accepted, respected, and chosen by participants and seek to provide complementary or integrated care;
- Understand that participants are experts about themselves, giving the participant control when possible; and
- Create relationships and opportunities that promote equality, freedom from fear and oppression, and rebalance the power dynamic between participants and staff or perceived authority figures.

### **Strength-Based Assessment and Intervention**

Providing care from a strength-based perspective requires us to see the potential and capabilities our participants possess. HCHN emphasizes a holistic approach that builds on the positive factors each individual or family brings to the relationship, rather than focusing solely

on what is missing. We understand that these strengths have helped our participants survive illness, loss, and trauma. Our programs and interventions are designed to reinforce these adaptive attributes, enhance and build skills, and emphasize resilience. To achieve this, HCHN and its partners strive to:

- Help participants identify and build upon their adaptive skills and strengths, and generalize them to other parts of their lives;
- Help participants learn how to break the cycle of living from crisis to crisis and to move from survival mode to planned efforts to improve quality of life by collaborating with participants to develop interventions and plans that are realistic and achievable and that are determined by both the participants' goals and recommended service options; and
- Build upon the participant's internal resources to develop his or her support system to create sustainable change, while reducing reliance on the program, provider, organization, or other like services when possible.

### **Harm Reduction**

Harm reduction is a set of practical strategies and principles intended to reduce the negative consequences to an individual that are associated with high risk behaviors. These strategies guide providers in meeting people "where they are," and addressing conditions and motivations of risky behaviors. Harm reduction acknowledges an individual's ability to take responsibility for their own behavior. Harm reduction has most commonly been applied to behaviors related to drug and alcohol use including safer use, managed use, and non-punitive treatment. This approach fosters an environment where individuals can openly discuss substance use without fear of judgment or reprisal, by neither condoning nor condemning drug use. Staff who work in a harm reduction setting can establish a partnership with clients, and are expected to respond directly to unacceptable behaviors, whether or not the behaviors are related to substance use. The harm reduction model has also been successfully broadened to reducing harms related to overall health as well as many other issues.

As a harm reduction oriented program our responsibility includes balancing the need of the individual with that of the community to ensure our services remain accessible and harm-free for all participants and staff. To achieve this goal, HCHN and its partners strive to:

- Develop and offer a wide range of options and choices to facilitate positive change and seek to expand access to such options;
  - Explore with participants the benefits of changing, reducing or eliminating high-risk behaviors;
  - Establish and maintain relationships with participants who continue to engage in high-risk behaviors;
  - Continually and collaboratively define and redefine success;
  - Reach out to help participants engage in services, build motivation, and recognize that ambivalence is integral to the process of change; and
- Be genuine, non-judgmental partners in the change process, recognizing that the decision-making power rests with the participant, while staff continue to provide encouragement and compassionate guidance.

### **Trauma-Informed Care Organization**

Because so many participants served by HCHN are survivors of some form of trauma, the network's service approach is based on a trauma-informed model. Trauma comes in many forms including community violence, poverty, personal violence, torture, loss of homeland, war, fear, homelessness, oppression, imprisonment, racism and environmental degradation. A trauma-informed approach means that HCHN and its partners strive to:

- Revise policies and practices to reduce or eliminate barriers that prevent trauma survivors from engaging in services, seeking or maintaining employment, or actively participating in the program;
- Ask participants about their experience of trauma when assessing them for services and help participants discuss their experiences at their own pace and plan appropriately;
- Recognize and respect when participants are not ready to talk or re-experience their trauma and provide participants with the opportunity to discuss and master their experiences in a way that empowers them;
- Offer access to specific trauma-informed treatment interventions or to appropriate services when needed;
- Assess participants' current safety and enhance participant skills to establish and maintain safety;
- Acknowledge participants' resilience and strength as trauma survivors;
- Develop and promote training for staff on Trauma Informed Care; and
- Develop and promote training and support mechanisms for staff to prevent and/or address the signs and symptoms of secondary, vicarious trauma among themselves.

## Attachment D

### Current Sites

45th St. Youth Clinic  
Angeline's  
Avondale Hope Place  
Bakhita Gardens  
Ballard Clinic  
Ballard Homeless Clinic  
Ballard Library  
Bellevue Library  
Belltown CSO  
Brdige Day Center  
Broadview Shelter  
Burien Community Court  
Canaday House  
Chief Seattle Club  
Kent Community Engagement Center  
DESC Lyon Building  
DESC Union Hotel  
Compass Center  
Compass Center (Men's Program)  
Cottage Grove  
Country Doctor Youth Clinic  
Court Resource Center  
Crossroads Community Center  
DAWN  
DESC Main Shelter  
Duvall Library  
Federal Way Day Center  
Federal Way Library (320th st.)  
Friends of Youth Landing Drop In Center  
Frederic Ozanam  
Highline Hospital  
Hospitality House  
Humphrey House  
Interbay Place  
Issaquah Library  
Jefferson Terrace Respite  
Kenmore Hope Place  
Kent Hope Day Center

This list should be used for planning purposes only. There are additional sites that providers within the Healthcare for the Homeless Network provide services that may not be listed.

## Attachment D

### Current Sites

Kent Multicultural Service Center  
Kerner-Scott House  
Kirkland Library  
Kirkland Teen Union Bldg.  
Lewiston & Scargo Apartments  
Lifewire Shelters  
Markham Building  
Mary's Place Emergency Family Shelter  
Mary's Place North  
Mary's Place Regrade  
Methadone Clinic (SODO)  
Morrison  
New Beginnings Home Safe  
New Horizons  
Nexus Youth Clinic  
Pacific Hotel  
Peter's Place  
Pioneer Square  
Plymoth @ 1st Hill  
Plymoth on Stewart  
Navos Public Health Center  
REACH Center of Hope  
Renton Library  
REST (Real Escape from the Sex Trade)  
Robert Clewis Center  
ROOTS Young Adult Shelter  
SCORE Jail  
Simons  
Sophia's Place  
Sophia's Place Day Center  
St. Francis Hospital  
St. Lukes  
St. Martin de Porres Shelter  
The Willows  
Third Avenue Clinic  
Titusville Station  
True Hope Villiage  
Unity Church

This list should be used for planning purposes only. There are additional sites that providers within the Healthcare for the Homeless Network provide services that may not be listed.

## **Attachment D**

### **Current Sites**

Valley Cities Landing  
Valley Cities Phoenix Rising  
Valley Cities Standard Supportive Housing  
Westlake  
Wintonia  
YWCA Seneca  
YWCA: East Cherry

This list should be used for planning purposes only. There are additional sites that providers within the Healthcare for the Homeless Network provide services that may not be listed.

**Attachment E**

<b>Organization:</b>	
<b>Program Name:</b>	

**Budget Detail**  
**insert time frame**

FTE: HCHN Funding	FTE: Other Revenue	BUDGET DETAIL	HCHN Funding	Funding from Other Revenue	Total program Expense	Estimated Program Income *
		<b>PERSONNEL EXPENSES</b>			\$ -	
		<i>Salary &amp; Wages</i>			\$ -	
		<i>Position Title</i>			\$ -	
		<i>Position Title</i>			\$ -	
		<i>Position Title</i>			\$ -	
		<i>Position Title</i>			\$ -	
		<i>Position Title</i>			\$ -	
		<i>Position Title</i>			\$ -	
		<i>may add additional lines as needed</i>			\$ -	
		<b>Subtotal Salary &amp; Wages</b>	\$ -	\$ -	\$ -	
		Fringe Benefits @ x %			\$ -	
		<i>if the percentage of fringe benefits changes by job classification, please add additional lines to show benefits per each level of coverage and associated job classifications</i>				
		Total Fringe Benefits	\$ -	\$ -	\$ -	
		<b>TOTAL PERSONNEL</b>	\$ -	\$ -	\$ -	
		<b>OPERATING EXPENSES</b>				
		<i>Travel/Training</i>			\$ -	
		Staff Travel/Mileage			\$ -	
		Training/Conferences/Recertification			\$ -	
		Vehicle Gas and maintenance***			\$ -	
		<b>Subtotal Travel/Training:</b>	\$ -	\$ -	\$ -	
		<i>Supplies</i>				
		Office Supplies			\$ -	
		Outreach/ Advertisement Supplies			\$ -	
		Supplies for Group Session for Clients			\$ -	
		Laptops/Cell Phones/IT equipment			\$ -	
		Clinical/ Medical Supplies			\$ -	
		<b>Subtotal Supplies:</b>	\$ -	\$ -	\$ -	
		<i>Contractual Agreements</i>			\$ -	
		Database Support			\$ -	
		Laundering Services			\$ -	
		<i>Please add additional lines as needed</i>			\$ -	
		<b>Subtotal Travel/Training:</b>	\$ -	\$ -	\$ -	
		<i>Client Assistance</i>				
		Transportation Assistance			\$ -	
		Pharmaceutical Assistance			\$ -	
		Food, Clothing, Tents, and hygiene supplies			\$ -	
		Phones and Phone minutes			\$ -	
		Other Client Assistance (including motel and housing application fees)			\$ -	
		<b>Subtotal Client Assistance:</b>	\$ -	\$ -	\$ -	
		<i>Other Operating</i>			\$ -	
		Office Space/ Occupancy			\$ -	
		Communications			\$ -	
		Agency Licensure			\$ -	
		<i>Please add additional lines as needed</i>			\$ -	
		<b>Subtotal Other Operating:</b>	\$ -	\$ -	\$ -	
		<b>TOTAL OPERATING EXPENSES</b>	\$ -	\$ -	\$ -	
		Indirect Costs 10% (costs cannot exceed 10% unless a federally negotiated indirect rate is on file)	\$ -	\$ -	\$ -	
		<b>TOTAL BUDGET for 1/1/2021 - 12/31/2021</b>	\$ -	\$ -	\$ -	\$ -

\* **Program Income:** Program income amount is an estimate only based on prior earnings and is not a contractual expectation other than reporting the amount at least quarterly, documenting the amount earned, and reinvesting the program income back into the program. Recipients who do not normally earn program income are still required to report it at least on a quarterly basis (even if zero). On an annual basis, contractors who report program income are required to provide detail on the source and amount of program income (3rd party payments, donations, etc.) and report on how it is used (e.g., salaries, operating, etc.) is required on a form provided by the HCHN Program.