



Request for Proposals

ADVERTISED DATE:

Request for Proposals (RFP) Title: ZYD Electronic Home Monitoring Community Support Project

RFP Number: 2020ODIR72RFP

Due Date and Time: No later than Aug 13 2020 12:00 PM

Contract Specialist: Chris D'Abreau

Submit Proposal to: cpres-ODIR@kingcounty.gov

Pre-Proposal Conference (information Session)

Public Health – Seattle & King County (PHSKC) and Zero Youth Detention will conduct two online pre-application conferences for this RFP. This conference will be an opportunity for interested organizations to hear more about the project, to ask questions, and learn about the application process.

Conference 1 will be on **Monday, July 20, 2020**, at 3pm. It is a Skype conference that may be attended by the internet and/or phone. Join the video call through this link or by calling **(206) 263-8114** number and entering the Conference ID: **8529040** followed by the # key.

Conference 2 will be on **Wednesday, July 22, 2020**, at 9am. It is a Zoom conference that may be attended by the internet and/or phone. Join the video call through this link or by calling **(253) 215-8782** and entering the Meeting ID **91-179-236-034#** and the password **706486#**.

For those unable to attend, at least one of those sessions will be recorded and posted to the ZYD blog post about the RFP.

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

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. The

following timeframe represents the tentative schedule of the entire process, from RFP solicitation to project completion. The dates listed here are subject to change:

DATE	EVENT
July 9, 2020	Request for Applications issued
July 20 and 22, 2020	Pre-Proposal Conferences (Information Sessions)
August 3, 2020	Final Day to ask questions
August 6, 2020	Final Addendum issued (if necessary)
August 13, 2020	RFP Responses due no later than 12:00 PM
September 14, 2020	Interviews with applicants (if necessary)
September 28, 2020	Notice of Selection and Non-Selection
September 28 – October 2	Appeals process
October 7, 2020	Selected RFP Grantees Published
November 4, 2020	Agreement start date

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. The Proposal shall contain:

Attachment 1: Acceptance of Potential Agreement King County Terms and Conditions

Attachment 2:

- A. RFP Response Cover Sheet completed and signed (1 page)
- B. Narrative Response (maximum of 6 pages)
- C. Budget Form

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 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, Professional Liability coverage of at least \$1,000,000, and Sexual Misconduct Liability coverage of at least \$1,000,000, and \$1,000,000 Cyber Liability/Technology E&O, if there is access to/retention of private information (PHI,PII), 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.

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.

Proposals will be reviewed and evaluated by a review committee consisting of legal system representatives and King County executive department staff and community members. The process for choosing programs will include evaluation of the narrative and accompanying documents. The selection criteria that will be used during the evaluation/review process included below. Please consider using the rating criteria headings below to organize your project narrative. King County will then choose to conduct interviews with the top-ranked submitters. Final award would then be based on the sum total of the written and oral evaluations.

Proposals will be reviewed and evaluated by a review committee consisting of legal system and executive department staff and community members. The process for choosing programs will include evaluation of the narrative and accompanying documents. The selection criteria that will be used during the evaluation/review process included below. Please consider using the rating criteria headings below to organize your project narrative. King County will then choose to conduct interviews with the top-ranked submitters. Final award would then be based on the sum total of the written and oral evaluations.

CRITERIA

1. MEET THE NEEDS OF YOUTH AND FAMILIES (Section B, III)

Competitive	Less Competitive	Points Possible
Project proposal clearly illustrates capacity to carry-out identified activities and strategies in order to meet the needs of youth in crisis & their families	Project proposal is vague/does not clearly illustrate the capacity to carry-out identified activities and strategies in order to meet the needs of youth in crisis & their families	5
Project proposal clearly illustrates experience and understanding with regard to the needs of youth and families involved in the legal system	Project proposal is vague/does not clearly illustrate experience and understanding with regard to meeting the needs of youth and families involved in the legal system	5
Organization is reflective of people with lived experience in the criminal justice system and mirrors the demographics of youth on EHM	Organization is not reflective of people with lived experience in the criminal justice system and does not mirror the demographics of youth on EHM	5
Proposal clearly articulates a strong understanding of the issues related to social equity and the impacts of the juvenile legal system	Proposal does not clearly articulate strong understanding of the issues related to social equity and the impacts of the juvenile legal system	5
Project proposal clearly illustrates capacity to respond to the needs of (marginalized) Black, Latinx, Native American, LGBTQ youth	Project proposal is vague/does not clearly illustrate the capacity to respond to the needs of (marginalized) Black, Latinx, Native American, LGBTQ youth	5
Project proposal clearly illustrates experience in supporting direct service staff to consistently meet goals in difficult circumstances	Project proposal vague/does not clearly illustrate experience in supporting direct service staff to consistently meet goals in difficult circumstances	5

2. PARTNER (SECTION B II)		
Competitive	Less Competitive	Points Possible
Project proposal clearly demonstrates applicants' understanding of what will be required to partner successfully with the legal system.	Project proposal vague/does not clearly demonstrate applicants' understanding of what will be required to partner successfully with the legal system.	3
Application clearly articulates their capacity to successfully partner with the legal system.	Application does not clearly articulate applicant's capacity to successfully partner with the legal system.	3
Project proposal clearly illustrates experience in supporting staff to work through adversity to maintain partnerships.	Project proposal is vague/does not illustrate experience in supporting staff to work through adversity to maintain partnerships.	3
Proposal outlines a solid strategy to partner with community network of forged key relationships with relevant service programs	Proposal is vague/does not describe a strategy to partner with community network of forged key relationships with relevant service programs	5
3. BUDGET		
Staff will be paid a minimum of \$65,000 a year + Expenses		3 points
Proposed budget costs are reasonable, equitable, and justified		YES = 1 point NO = 0 points
Budget is complete and aligns with proposed Activities		YES = 1 point NO = 0 points
Budget allocates funding for youth/family incentives, supports, and basic needs		YES = 1 point NO = 0 points
Up to 10% of the budget is dedicated to evaluation activities		YES = 1 point NO = 0 points
Total points available		51

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 **5 points** will be given. The total scoring of the Proposals will then be **56 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

I. Introduction

King County Executive Dow Constantine established the Zero Youth Detention initiative to further reduce and eliminate the use of secure detention for youth. Supporting the momentum of the past 20 years of reductions in the secure detention population, Zero Youth Detention now seeks to contract with community based organization(s) to support youth placed on Electronic Home Monitoring with a strategy informed by youth and their families, community service providers, and employees whose work touches the lives of youth. This intervention would support the objectives of Zero Youth Detention while partnering with the Department of Adult and Juvenile Detention, the Department of Public Defense, and Juvenile Court Services.

Zero Youth Detention (ZYD) is a partner, convener and influencer with the departments in the juvenile legal system: the Department of Adult and Juvenile Detention (DAJD), Juvenile Court Services (JCS), the Prosecuting Attorney's Office (PAO), and the Department of Public Defense (DPD). Currently, the Juvenile Court Division of King County Superior Court can order young people to Electronic Home Monitoring (EHM) as part of their court requirements when they are alleged to have committed a crime. The Department of Adult and Juvenile Detention administers Electronic Home Monitoring, which is operated by its Alternative to Secure Detention (ASD) team.

All youth in King County deserve to grow into happy, healthy adults. Research shows that youth placed on EHM have a better chance at avoiding engagement with the juvenile legal system in the future and having positive experiences when they are paired with community based supports and appropriate therapeutic interventions.¹ ZYD calls for partnering with youth, families, employees, and communities and building on their strengths so that communities are safe and all youth have the opportunity to be happy, healthy, and thriving.

For more information regarding Zero Youth Detention, please visit our website at <https://zeroyouthdetention.com/>

¹ Gable, R. (2017). Let's Stop Using Ankle Bracelets to Monitor Offenders. <https://spectrum.ieee.org/consumer-electronics/portable-devices/lets-stop-using-ankle-bracelets-to-monitor-offenders>
Gable, R. & Gable, R. (2007). "Increasing the effectiveness of electronic monitoring." The Journal of the American Probation and Parole Association: Perspectives. <https://rgable.files.wordpress.com/2012/02/perspectives-article-jan-07-22.pdf>
Gable, R. & Gable, R. (2005). "Electronic Monitoring: Positive Intervention Strategies." Federal Probation. 69. 21-25. https://www.uscourts.gov/sites/default/files/69_1_5_0.pdf
Howard, F. (2020). The Experience of Electronic Monitoring and the Implications for Effective Use. The Howard Journal of Crime and Justice 59:1, pages 17-43. <https://onlinelibrary.wiley.com/doi/full/10.1111/hojo.12351>
Nellis, M. (2015). Standards and Ethics in Electronic Monitoring: Handbook for professionals responsible for the establishment and the use of Electronic Monitoring. Council of Europe. <https://rm.coe.int/handbook-standards-ethics-in-electronic-monitoring-eng/16806ab9b0>
Teigen, A. (2018). Principles of Effective Juvenile Justice Policy. https://www.ncsl.org/Portals/1/Documents/cj/JJ_Principles_122017_31901.pdf

II. Strategy

A. Description

The goal of this project is to contract with one or more community based organization(s) to meet the needs, as defined by the youth and their families, of youth and their families impacted by EHM. The intended outcome of this project is for youth and family members or guardians to benefit from interventions that are therapeutic, restorative, strengths-based, racially and ethnically affirming and founded on culturally appropriate practices that emphasize healing. Eligible applicants have the capacity to meet the needs of families on EHM and partner with King County legal system partners and ZYD.

In unison with other legal system reform change efforts, this strategy will contribute towards King County's advancement towards ZYD. The strategy will focus on expanding direct service efforts including, but not limited to: mentorship, employment skills, education, housing and behavioral health. The strategy is supported by legal system partners and community organizations that partner with King County departments and other systems. The long term intention is to develop community alternatives to secure detention and the use of any form of confinement, sanction oriented practice, and surveillance of youth.

The intervention provided by the community partner(s) will focus on developing and fulfilling direct services as outlined in this RFP. To administer direct services, the contracted partner will work collaboratively with the assigned Juvenile Probation Counselor (JPC) and ASD staff to support the needs of the young person on EHM and their family/guardian. This support will also include ongoing problem-solving and coordinated efforts to mitigate circumstances that could potentially lead to a remand to secure detention.

The strategies herein were developed based on the feedback gathered by stakeholders involved with the EHM process, including the impacted youth and families. The activities relate to the needs of youth and families to mitigate the harmful impacts of the legal system and other social injustices. The descriptions in this RFP are not meant to exclude other activities that could contribute to the well-being of youth and families on EHM. Respondents are encouraged to offer innovative models and form cross-agency partnerships and submit joint applications. A maximum of 5 contracts will be administered. Proposers may submit applications for one or more service areas. ZYD is committed to funding the outlined areas. Applicants may include activities additional to the ones described in the RFP and offer a plan that addresses the needs of youth and families on EHM.

Proposals should address the respondent's capacity to meet the needs of families on EHM and partner with King County partners and Zero Youth Detention (ZYD). Proposals should also indicate the number of youth and families to be served appropriate to the proposed intervention and the historical number of youth placed on EHM.

In 2019, there were approximately 250 unique youth assigned to Electronic Home Monitoring. Each day, an average of 35 youth were assigned to the program and a typical stay on Electronic Home Monitoring lasted 40 days. 88% of youth assigned to EHM in 2019 identified as people of color (Native American 5%; Asian and Pacific Islander 7.3%; Black 51%; Hispanic 25.1%). Approximately 200 of the youth assigned to EHM identified as male and 50 youth identified as female. The majority of youth involved with EHM are between the ages of 15 and 16 years old. Based on the zip codes of their home addresses, most youth placed on EHM reside in areas of South and Southwest Seattle as well as the South King County cities of Kent, Auburn, Pacific, and Federal Way.

Respondents should review the “Road Map to Zero Youth Detention” for depth on the framework of the strategy and the “Electronic Monitoring 2018 Baseline Year One: Remand Analysis” that provides an analysis of the trends of how the juvenile legal system uses EHM and the demographics it impacts. Road Map to Zero Youth Detention: <https://kcyouthjustice.files.wordpress.com/2018/09/road-map-to-zero-youth-detention.pdf>. This contract(s) will be managed by Zero Youth Detention under the leadership of Seattle and King County’s Department of Public Health.

B. Activities and Strategies

1. ZYD Partnership

The contracted organization will be expected to participate in developing the strategy in partnership with ZYD. The contractor should also provide staffing and infrastructure to support all the functions of the program. ZYD is committed to building strong relationships with contractors and promote equitable relationships. With consistent communication and mutual trust, we will learn from one another and collectively overcome challenges. ZYD will assist the contractor with establishing the foundational elements needed in order to institute the program in collaboration with legal system and community partners. This include participating in a cross system retreat that will culminate in the development of the foundational elements that include Memoranda of Understanding (MOU) with ZYD and the partners (ASD and JCS). ZYD may support the community partner(s) in developing a project charter, a strategic plan, organizational chart, evaluation and success measures, action plans, and professional development as needed. These efforts may be informed by a ZYD Steering Committee that will provide input and guidance regarding the scope of the project. ZYD will provide guidance to help implement the project and work with the grantee(s) to connect their services to the overall mission and vision of ZYD. The contractor will be responsible for project operations. ZYD may assist in developing communication materials and data evaluation materials, and in providing technical assistance and training.

2. Legal System and Community Organization Partnership

A key function of this project will be for the funded organization(s) to work in partnership with ASD and JCS aimed to build components of the program with legal system partners in support of ZYD to meet the needs of youth and families. The collaborative will identify the needs of youth and families and provide referrals to services that remove barriers to healthcare, education, and other needed supports. Terms of the collaboration will be negotiated with the partners and established through MoUs between ZYD, the community partner(s), ASD and JCS.

Contracted service providers will be invited to work collaboratively across youth serving departments of King County, primarily including other RFP awardee(s), the Department of Adult and Juvenile Detention and Juvenile Court Services. This partnership could include professional development, retreats, multi-disciplinary staffing, both scheduled and impromptu meetings, crisis response, and information sharing in a general environment of collaboration.

Proposals should address the respondent’s capacity to participate in the collaborative partnership by:

- Supporting transformative change efforts by building restorative and equitable relationships

- Performing consistently in a fast-paced, ever-changing and challenging setting
- Working through adversity and staying engaged in relationships to meet program goals
- Attending staff meetings (online, over the phone or in person)
- Assertively, clearly, and promptly communicating in person, by email and phone with all stakeholders (including youth and families)
- Advocating for social equity and youth and family's well-being and self-determination
- Troubleshooting through barriers and conflict
- Contributing to the optimal performance of the partnership
- Modeling restorative, equitable, team-based, and strengths based approaches towards working with youth and families

3. Direct Service Activities

Respondents are encouraged to offer ideas about how these supports will be provided through innovative models and cross-agency partnerships. The supports in this section were identified by stakeholders that are involved with the EHM process and the youth and families impacted. The descriptions of these activities are offered as examples and are not meant to be exclusive of other suggestions that meet the needs of youth and families on EHM. Proposals should address the respondent's capacity to fulfill their proposed plans such as outlining their scope of services such as a description of activities, number of clients they are able to serve, the resources they are able to provide, and the duration of time that is required to complete the offered interventions.

Applicants are requested to offer interventions that are therapeutic, restorative, strengths-based, racially and ethnically affirming and founded on culturally appropriate practices that emphasize healing. Interventions must support the basic needs of youth, their families, and community to mitigate further legal system involvement, prevent future engagement and promote wellbeing as defined by youth and their families. For example, respondents may offer a model carried out by several service providers such as a community support specialist, a behavior specialist, and a program coordinator and facilitator who supports these roles and partnerships.

Interventions may include one or more of the following:

Family Supports: Inclusive of therapeutic interventions that support and stabilize the family structure. Such interventions may include crisis counseling, parent/guardian partner supports, mentorship and coaching, relational skill building, domestic violence and substance use disorder education, teaching strengths-based discipline strategies, and safety planning.

Youth Supports: Inclusive of adolescent specific interventions and programming that promote key developmental assets. Such interventions include but are not limited to; effective communication strategies, holistic health practices, prosocial group activities, community involvement and civic engagement, goal setting and safety planning, cultural exploration and race affirming practices, crisis management and skill building that fosters independence, incentives, and substance use support.

Education and Employment Supports: Provides youth with appropriate educational

opportunities that promote academic progress, and attainment of goals. Works with youth and family on employment readiness skills, internships and job acquisition to encourage self-sufficiency as related to youth needs and goals.

Advocacy and Community Supports – Partner with youth and families to advocate for their self-determination, harm and legal mitigation, racial responsiveness, and procedural fairness while navigating the juvenile legal system and other relevant systems (such as schools and healthcare) as consistent with ZYD values and objectives. Collaborate with other contracted community partners to fulfill youth & family needs. Refer to services, connect to community programs and events.

Basic Needs Support – Identify and respond to family's basic needs and distribute resources such as incentives, economic support (utility assistance, rental, and food assistance), family and/or youth recreational opportunities and family events, educational fees, transportation (passes/vouchers, etc.) in collaboration with the Juvenile Court Services Resource Center, Juvenile Court Services, King County resources, and other community organizations. Provide referrals, submit applications, research existing supports in the community and identify local government resources. The budget submitted must reflect an amount allotted for these resources.

4. King County Administrative Roles

Data collection

ZYD will partner with the community partner to establish data collecting procedures and to develop program success measures, for example: Needs/supports as identified by youth and their families and the extent to which the community partner helped the youth and their families meet these needs. This could include program completion surveys filled out by respondents and qualitative interviews. This information will be required to be submitted on a periodic bases as determined by ZYD and the contracting organization(s).

To better understand the impact related to equity, demographic information collected may include the following demographics from the service population: Race, gender, sex, ethnicities, languages spoken, religion, sexuality, and country(ies) of origin. This information will be used to embody the ZYD value of providing the public, stakeholders, and policymakers with transparency and accountability.

Budget management

ZYD will provide supports for the community partner to track their services and budget to foster accountability, identify opportunities for greater efficiencies, equip them for potential audits, and establish protections from liabilities, corrective action. Although appearing as intimidating processes, King County will offer the provider with the support needed to meet these needs.

C. Eligibility and Qualifications

Funds through this RFP will be awarded to community based organizations or partnerships of these that are able to meet the terms and conditions of this RFP and serve youth and families throughout King County. The core goal of this program is to meet the basic needs of youth impacted by EHM and their families with an emphasis on supporting the overall goal of this project. The organization(s) must be grounded in a social justice, liberatory framework, with a working understanding of internalized oppression or the ability and willingness to engage in

partnership towards this. Language, identity inclusion (such as racial, gender, ethnic, sexuality, ability, religious) will be addressed in this work. Therefore, it is essential that the demographic of the awardee reflect the identities of the people it will serve and demonstrate competence in meeting the specific needs of these populations.

The most competitive proposals will demonstrate how respondents fulfill the following criteria. However, interested parties who do not fulfill the entirety of this criteria are encouraged to apply.

- Strong knowledge of social justice including racial equity and internalized oppression
- Direct service providers who have lived experience in the juvenile or adult legal system
- Offer services in English, Spanish, Somali and/or Marshallese languages
- Expertise of best practices in addressing youth needs, racial disparities, and the impacts of the legal system on youth and families
- Demonstrated ability to provide strong leadership for staff in responding to crises, managing secondary trauma, mentoring, and fulfilling deliverables
- Experience in navigating the juvenile legal system, and supporting cross-system partnerships such as fostering partnerships between school and legal defense attorneys
- Capacity to serve youth and families across King County and make necessary adjustments to meet program goals
- Experience and expert understanding of the developmental needs of youth and the needs of their families
- Strong understanding of restorative accountability approaches
- The use of therapeutic tools such as those used in Cognitive Behavioral Therapy
- The ability to offer a physical space for youth programming, recreation, and group activities (consistent with COVID-19 guidelines)
- Strong community networks and forged key relationships with relevant service programs and organizations i.e. small and independent practices, community health clinics, private practices, school-based health centers, and other agencies/sites where preventive and intervention care is addressed
- Ability to meet funding and contractual requirements

D. Investment Available

A total of \$840,000 is available. Several awards will be distributed across two years, for a total of \$420,000 each year. Award may be renewed at the end of the funding period based on the availability of funds and contractor performance.

The anticipated budget for direct service provider FTE salaries is \$65,000 excluding benefits and overhead expenses. This salary is consistent with the starting range of direct service providers in the legal system and outlined to promote equitable partnerships. Please offer a description about how direct service providers will receive compensation commensurate with the intensity, skills, and experiences required.

III. Evaluation

If you receive funding, ZYD asks for your participation in data collection and reporting activities to support evaluation and learning. This includes:

- Building evaluation into your project budget (up to 10%)

This suggestion is due to the recognition that organizations are required to invest time and the purchase of an online data tracking platform which require paid subscriptions.

- Connecting your work to ZYD project goals

You are not required to submit a detailed evaluation plan as part of your application. After funding decisions have been made, ZYD evaluation staff will work collaboratively with grantees to identify mutually agreed upon evaluation goals.

IV. Timeline

See SECTION 1.8, INSTRUCTION TO PROPOSERS, Schedule

The timeframe represents the tentative schedule of the entire process, from RFP solicitation to implementation of services. The dates listed are subject to change and will depend on factors including the quantity of applications received and adjustments related to COVID-19.

V. Free Technical Assistance

Free technical assistance (TA) is available to support applicants in developing proposals for organizations with an annual budget of \$2 million or less. Technical assistance is offered to eliminate equity barriers that might prevent organizations from seeking or obtaining government funding. Among other support, technical assistance can:

- Assist in determining appropriate fit between your proposal and the RFP
- Provide guidance on how to best answer questions
- Support application review, including editing and budget review

This service is offered at no cost to eligible applicants. Applicants may request technical assistance from the opening of the RFP until three business days before the RFP close date. To provide the best support possible, applicants are requested to:

- Reach out to the technical assistance provider as early as possible after the RFP opens. The TA provider may be able to accommodate last-minute requests, but are more likely to provide the best support for earlier requests.

To access free technical assistance, please email the provider, Hassan Wardere directly at hassan@bulleconsulting.com.

VI. Glossary of Terms and Acronyms

ASD – Alternatives to Secure Detention. The section of the Department of Adult and Juvenile Detention (DAJD) authorized to administer Electronic Home Monitoring (EHM).

Capacity – The organization has proven that they have the ability to accomplish the scope of work. They have the ability to manage the personnel required to accomplish the scope of work. They have the resources and demonstrated that they have forged the necessary relationships in the community to complete the scope of work.

Community Supports – Providing direct services in the form of relationship, guidance and resources.

DAJD – Department of Adult and Juvenile Detention

DPD – Department of Public Defense

EHM – Electronic Home Monitoring

Equity – The full and equal access to opportunities, power, and resources so all youth and families achieve their potential and thrive.

Experience – The organization has demonstrated past success in accomplishing the presented scope of work.

Healing Centered – Beyond trauma informed practices, healing is what a society founded in trauma and oppression need to aspire towards to be healthy and whole.

Internalized Oppression – The response oppressed groups have when surviving and adapting within institutions and conditions that are oppressive where they mimic oppressive behaviors towards their selves and others within the groups experiencing the same oppression.

JCS – Juvenile Court Services

JPC – Juvenile Probation Counselor

Legal System – Term used to refer to what is also known as “the justice system.”

Liberatory Framework – A vision for social justice that addresses oppression in a manner that is healing and liberating for people who are oppressed and those who are part of the oppressing groups.

Memos of Understanding – Memo of understanding

Needs and Supports – Terms used interchangeably. Social injustice compromises the safety of youth, who are then forced to negotiate their survival. These conditions and responses are then criminalized by the juvenile legal system. When the basic needs are met and when the supports that youth and their families need are provided, youth, family, and community safety is addressed and juvenile legal system involvement may be avoided.

PAO – Prosecuting Attorney’s Office

Remand – When youth are ordered from electronic monitoring to secure detention.

Restorative – An approach that focuses on repairing community harm through reconciliation of all the parties impacted. It starts the process of healing and transformation for all the participants in the process.

Understanding – The organization has demonstrated that they have a full conceptual and theoretic grasp about what the scope of work entails and they are aware of what is going to be necessary to accomplish it.

ZYD – Zero Youth Detention

ZYD as a Partner with the legal system – Contractor/funder, including technical assistance, data or technology support

ZYD as a Convener with the legal system – Bringing entities or jurisdictions together with the purpose of solving or making substantial progress toward solving an issue

ZYD as an Influencer with the legal system – Impacting related efforts or actions, out of ZYD or the Executive’s jurisdiction or role, such as advocating for changes in policy and practices.

VII. Rating Criteria

See SECTION 2.4., PROPOSAL EVALUATION AND CONTRACT AWARD, Evaluation Criteria and Proposal Scoring

VIII. Review Process

Review committees will consist of legal system and executive department staff and community members who understand the EHM program and youth and family wellbeing. Final selection of awardees will be made by ZYD and PH directors based upon recommendations from the review committee. King County will execute up to 5 contracts based upon the final selection.

IX. Appeals Process

See Section 1.23, INSTRUCTION TO PROPOSERS, Appeal Procedures

X. Checklist

It may be helpful to use the following checklist to ensure that your application is complete.

Submitted by August 13, 2020 at 12:00pm

Submitted electronically to Chris D’Abreau at CPRES-odir@kingcounty.gov

Attachment 1: Acceptance of Potential Agreement King County Terms and Conditions

Attachment 2: Application

- A. RFP Response Cover Sheet completed and signed (1 page)
- B. Narrative Response (maximum of 6 pages)
- C. Budget Form

KING COUNTY TERMS AND CONDITIONS

1. **Agreement Term and Termination**

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

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

- D. If 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 Recipient, terminate or suspend this Agreement in whole or in part.

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

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

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

2. **Compensation and Method of Payment**

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls 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 Recipient's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for

debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A.** The Recipient shall maintain 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 Agreement funds and compliance with this Agreement.
- B.** In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient’s office to review the foregoing records. The Recipient 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 Recipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Agreement 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 Agreement. The County will give advance notice to the Recipient in the case of fiscal audits to be conducted by the County. The Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents. The Recipient shall inform the County in writing of the location, if different from the Recipient address listed on page one of this Agreement, 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 Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D.** Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E.** The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient’s performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F.** The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

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

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

7. Audits

- A.** A Recipient, 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 Recipient’s fiscal year (if applicable, see **Section 7.D.**) and shall meet the following requirement, if applicable:
 - 1. If the Recipient 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 Recipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.
- B.** Non-profit Recipients 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 Recipients 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 Recipient 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 Recipient’s Board of Directors, provided the Recipient 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 Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services 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 Recipient in writing of the nature of the breach;
The Recipient 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 Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient’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 Recipient in writing of the County’s determination as to the sufficiency of the Recipient’s corrective action plan. The determination of sufficiency of the Recipient’s corrective action plan shall be at the sole discretion of the County;

- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- 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 Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

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

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

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, subcontractors, sub-awardees and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under 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 Recipient.
- D. The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the solely negligent acts or omissions of the

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

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

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, 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 Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement.

11.1 Commercial General Liability: \$1,000,000 per occurrence and for those policies with an aggregate limit, not less than a \$2,000,000 aggregate. Coverage shall be at least as broad as ISO form CG 00 01 or its substantive equivalent and include coverage for bodily injury, personal injury, property damage, premises operations, personal/advertising injury, and contractual liability. Such limits may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy. King County, its officers, officials, agents and employees must be named as additional insured, for full policy limits. The additional insured endorsement(s) must be attached to the certificate of insurance.

11.2 Commercial Automobile Liability: If vehicles will be used, \$1,000,000 combined single limit per accident for bodily injury and property damage. ISO form CA 00 01 or its substantive equivalent covering all owned, non-owned, leased and hired vehicles operated under the terms of this agreement.

11.3 Workers' Compensation: Statutory requirements of the State of residency as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

11.4 Employer's Liability or "Stop Gap": \$1,000,000 each occurrence. Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

11.5 Professional Liability, Errors and Omissions: \$1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Agreement section, shall mean any

services provided by a licensed professional or those services that require professional standards of care.

11.6 Cyber Liability / Technology Professional Liability: \$1,000,000 per claim or occurrence and in the aggregate if and whenever there is access to personal identifiable information or personal health information (PII / PHI). Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

11.7 Sexual Misconduct Liability: \$1,000,000 per occurrence and in the aggregate whenever services involve working directly with youth. Such coverage may be maintained under the Commercial General Liability policy.

11.8 If the Recipient maintains broader coverage and/or higher limits than the minimums shown above, King County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Recipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to King County.

11.9 If the Agency is a Municipal Corporation or an agency of the State of Washington or any other Public Agency, and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with this section.

11.10 Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Recipient's liability to the County and shall be the sole responsibility of the Recipient.

11.11 The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies (Except Workers Compensation and Professional/Errors and Omissions):

a. The County, its officers, officials, employees, and agents are to be covered as additional insureds, for full policy limits, as respects liability arising out of activities performed by or on behalf of the Recipient in connection with this Agreement. (CG 2010 11/85 or its substantive equivalent.)

b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

b. Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contract termination and/or conversion from a "claims made" form to an "occurrence" coverage form.

11.12 Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County. If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the county, with appropriate certificates and endorsements, for approval.

11.13 The Recipient shall furnish the County certificates of insurance and endorsements required by this contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

11.14 If the Recipient subcontracts any portion of this Agreement pursuant to Section (TBD), the Recipient shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Sub-contractors shall comply with the insurance provisions stated above. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.

11.15 Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

12. Assignment/Sub-agreements

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

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

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

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

A. During performance of the Agreement, the Recipient 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 Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for agreements beginning on or after April 1, 2015, for services with an initial or amended value of \$100,000 or more, the Recipient 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 Agreement. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

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

14. Conflict of Interest

- A. The Recipient 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 Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the

County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.

- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Recipient, 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 Agreement.

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

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

17. Political Activity Prohibited

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

18. King County Recycled Product Procurement Policy

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

19. Future Support

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

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of 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 Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. 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 Agreement. The Recipient 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 Agreement does not change.

22. Notices

Whenever this Agreement 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 Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

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

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

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

24. Applicable Law

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

25. Electronic Processing and Signatures

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

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

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

26. No Third Party Beneficiaries

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

END OF COUNTY TERMS AND CONDITIONS

ATTACHMENT 1 - ACCEPTANCE OF POTENTIAL CONTRACT TERMS AND CONDITIONS

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

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

The selected Proposer will be required to enter into a Contract with King County, which will be initiated by PHSKC. The department's standard Contract terms and conditions are included in this RFP as an Attachment. ***In order to receive the Contract, Proposers to this RFP must indicate their acceptance of the Contract's terms and conditions by checking the following box and signing their name.*** These terms and conditions are subject to change prior to execution of the actual Contract.

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

Signature

Date

Printed Name & Title

Proposer Information:

Organization Name:	
Address:	
Director Name:	

Primary Contact Information

Name and Title: _____

Email: _____ Phone: _____

Secondary Contact Information

Name and Title: _____

Email: _____ Phone: _____

THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.

ATTACHMENT 2: APPLICATION

Please submit these sections in the following order:

A. RFP Response Cover Sheet

Applicant Information

Organization Name(s):

If applicable, website address(es):

Mailing Address:

Director Name(s):

Total Amount Requested:

Program Name:

Primary Contact Information

Name:

Organization Name:

Title:

Phone:

Email Address:

Secondary Contact Information

Name:

Organization Name:

Title:

Phone:

Email Address:

B. Narrative Response (Maximum of 6 pages)

Please address all of the questions below. Responses should be limited to 6 pages and written in 12 point Arial font, single-spaced with 1 inch margins. Please ensure that there is sufficient detail in your narrative in order for reviewers to have a clear understanding of your chosen strategies and approaches.

Organization foundation year:

Vision:

Mission:

1. Please describe the program you are proposing to meet the needs of youth and families on EHM (How will you provide community supports? To whom? Where? How often?).
2. Please describe the impacts that the juvenile legal system and Electronic Home Monitoring have on youth, and their families.
 - i. Please describe how your program will mitigate these impacts.
3. Please describe your experience meeting the basic needs of youth and families who are Black, Latinx, Native American, immigrants, multi-lingual, and of diverse genders, sexual orientations, and abilities.
4. Please explain how your agency/partnership fulfills the eligibility criteria described in the Strategy section of this RFP.
 - i. What is the current capacity of your organization to develop this program?
 - ii. What adjustments will you need to make to offer the services described in your proposal?
 - iii. What supports would you need from King County to cover any gaps?
5. Please provide a detailed budget narrative explaining your proposed expenses. Please note that indirect costs are allowable but must be itemized.
6. Please indicate how you will recruit and retain the personnel who will offer the direct services.
 - i. What are the identity demographics of the staff?
 - ii. Please describe their lived experiences with the criminal legal system.
 - iii. Please describe what specific supports staff will be provided to address secondary trauma inflicted by the legal system and navigate challenging relationships in an intense setting.
7. How will the roles among personnel be defined and how will responsibilities be distributed?
8. Is there anything else you would like to share about your proposed model that you have not already expressed that you believe is important to consider your application for this RFP?

C. Budget Form

If you are doing a collective application, please complete the "Overall Program Budget" as a whole

Form Instructions

a. Overall Program Budget (For 24 months)

1. Use the “funding request” column to indicate the requested funding amount
2. Use the “funding from other revenue sources” column to describe the remaining portion of expenses that will be funded by other revenue sources.
3. If no other funding will be used/leveraged, please leave the “funding from other revenue sources” blank.
4. The “Total Program Expense” column should total all expenses related to this particular program. ***If using other funding for this program, please identify the source of funding.***

b. Overall Program Budget Narrative

1. For each line item, provide the estimated amount needed per month. For line items without monthly costs please provide the estimated total.
2. For example:
 - i. **Salary Wages and Benefits:** 2 FTE direct Service FTE.5 Supervision
 - ii. **Operating Costs:** Rent, Utilities, Vans, Database, Curriculum etc.
 - iii. **Participant Cost:** Stipends, Event Entry, Food, etc.
 - iv. **Consultants/Sub-Contracts:** Capacity Building Support and Direct Service Sub-Contractors
 - v. **Administrative Costs:** Staff That Provide Administrative Support Including IT and Accounting

c. Salary Expense

1. Under “Position Title” indicate the person’s role in the organization
 - a. Next to each title, Indicate the organization if you are doing a collective application
2. Under “Annual Base Salary” indicate each person’s total salary for this program and others.
3. Under “FTE” indicate the amount of hours each person works for the organization overall (not just for this program).
4. Under “% of time attributable to the project” indicate how much of the person “FTE” will go towards this program.
5. Under “Total salary attributable to project” indicate how much of the person “Annual Salary” will go towards this program.

Overall Program Budget (For 24 Months)

Expense	Funding Request	Funding from other revenue sources	Total Program Expense
Salaries and Benefits			
Operating Costs*			
Participant Costs**			
Consultants/Sub-Contractors			
Administrative Costs***			
Staff Training			
Other – Specify			
Total Expenses			

*Operating Costs are costs associated directly to a specific program - such as office supplies, communications, equipment maintenance/rental, building rent and utilities

**Participant Costs are costs associated directly to the youth and young adults that are receiving services.

***Administrative Costs are overall shared costs such as general organizational administrative staff time, central rates, IT costs, fiscal sections costs, etc.

Overall Program Budget Narrative

Salary Expense (Add rows to the table as needed)

Position Title (and organization applying as a collective)	Annual Base Salary	FTE*	% of time attributable to the project	Total salary attributable to the project
Total Salary Costs				

* FTE= Full-time equivalent (i.e. 40 hours = 1.0 FTE, 20 hours=.50 FTE)