

REQUEST FOR PROPOSALS

December 1, 2022

Kitsap Public Health District (Health District)
And Kitsap Public Health Board (KPHB)

Are Requesting Written Proposals to

Conduct a Local Healthcare System Needs Assessment and
Develop Recommendations for Inclusion in a Healthcare System Capacity Improvement Plan
for Kitsap County

RESPONSE DEADLINE FOR SEALED BID PROPOSALS: January 31, 2023, at 3:30 p.m.

(NOTE: All times shown in this announcement are Pacific Standard Time (PST))

DATE THAT SEALED BID PROPOSALS WILL BE PUBLICLY OPENED: February 2, 2023,
at 3 p.m. via a Virtual Zoom meeting

1.0 PROJECT DESCRIPTION/PROBLEM STATEMENT

Kitsap County residents encounter barriers (e.g., lack of adequate local access and/or local providers to provide healthcare services, lengthy delays for appointment availability, etc.) to healthcare access for routine primary care, obstetrical, emergency, hospital, pediatric, skilled nursing, specialty care, and mental health services. Preliminary data indicate that Kitsap County citizens may be underserved relative to state and national averages in many of these areas. Apparent obstacles to healthcare services may include but are not limited to healthcare workforce composition and staffing constraints; location and cost of services; financial and organizational structures and affiliations; unavailability of preferred services or care; and the unique geography and locationality of the Kitsap Peninsula. These apparent shortcomings and obstacles contribute to disparities in health outcomes and adversely impact the Health District's mission to "prevent disease and protect and promote the health of all persons in Kitsap County." Kitsap Public Health Board (KPHB) believes an independent and comprehensive assessment and evaluation of healthcare services available in Kitsap to identify and document deficiencies, and an analysis of opportunities and specific recommendations to correct these deficiencies, is indicated and highly desired.

2.0 GENERAL INFORMATION

Although there were indications of a stressed local healthcare system in Kitsap County before the COVID-19 pandemic, following nearly three years of responding to the pandemic, data, observations, and anecdotal shared experiences suggest that the present state of the healthcare system in Kitsap County may be significantly strained, limited, and at times overwhelmed.

Kitsap Emergency Medical Services (EMS) agencies frequently report lengthy delays in admitting emergency department (ED) patients to Kitsap’s only hospital, St. Michael’s Medical Center (SMMC), due to insufficient capacity issues (e.g., available beds, nurses, and other support staff) in the emergency department and inpatient settings. The frequent and prolonged delays in admitting ED patients to SMMC have had a critical rollover effect of taking EMS first responders out of service to respond to other calls because units are parked at the ED with patients that they cannot transfer for care. Furthermore, the demand on emergency medical services has increased apparently in response to shortcomings in other areas of the local healthcare system: recent closures of an urgent care center and decreased availability and access to primary care services. Hospital capacity appears to be further strained by delayed discharges related to reduced (or shortfalls in) bed availability in long-term care and medical respite facilities.

Additionally, staffing impacts in the way of too few skilled nurses and other ancillary healthcare workers also appears to adversely affect services available/offered across the healthcare continuum and result in care delays. Obstetrical services are at substantial risk of collapsing, with the recent closure of Naval Hospital Bremerton obstetrics delivery services and the termination of PCHS obstetrical services. And, despite increased availability of telehealth service options, mental health services are experiencing increased demand due to mental health impacts possibly associated with the pandemic.

Healthcare access is a large and complex issue which impacts many sectors and is influenced by many variables. Healthcare access issues are not limited to Kitsap County or Kitsap’s healthcare system, as communities nationwide and statewide are grappling with similar challenges. Any lack of access or perceived lack of access to necessary health services is of high concern to our community. Kitsap Public Health Board is interested in fully understanding the scope and areas in which our healthcare system may not be fully meeting community needs and in identifying opportunities and interventions that may improve functionality and access to health services in Kitsap. The Health Board has identified a comprehensive healthcare system assessment and improvement plan as a priority for our community in 2023. The Health Board is interested in bringing together healthcare organizations, local agencies, policymakers, and community members to consider gaps in access and work together on solutions.

3.0 CONTRACT TERM

Any and all services awarded through this solicitation shall commence in approximately February 2023 and are desired to be completed within six months or prior to December 31, 2023 (as specified by the contractor in their proposal).

4.0 SCOPE OF WORK

Project Goal:

A comprehensive evaluation and comparison of healthcare needs, and services available, in Kitsap County, from present through a 20-year window, to identify deficiencies or shortfalls and strengths or successes, and an analysis of opportunities to correct these deficiencies with

specific recommendations to improve equitable and timely access to comprehensive and high-quality healthcare services for Kitsap community members.

Project Objectives:

1. Work closely with, and receive direction from, an advisory panel consisting of Health Board members and Health District representatives, with possible additional representatives from other sectors including public health, the hospital, emergency medical services, federally qualified health centers, tribes, medical community, local community organizations, health board, behavioral health, and transportation, education, and human services.
2. Convene and interview focus groups of Kitsap County residents about their opinions on, and experiences with, the local healthcare system and recommendations to improve it.
3. Perform key informant interviews of local practitioners and persons who work on healthcare access issues regionally and nationally.
4. Evaluate and incorporate relevant data from ongoing health and community support systems assessments being performed by partner agencies in collaboration with Kitsap Public Health District staff.
5. Identify industry standards for healthcare accessibility/capacity and provide quantifiable services data for Kitsap relative to comparable counties and state and national averages for the following areas:
 - Number of hospital beds,
 - Number of physicians by medical expertise
 - Number of nurses working in hospital and ambulatory settings
 - Availability, locations, and affiliations of urgent and primary care facilities
 - Availability, locations, and affiliations of emergency medical services
 - Availability and locations of rehab services, addiction treatment, and behavioral health services
 - Availability and locations of long-term and respite care facilities
 - Availability and types of translation services in different systems
 - Availability of specialty care services (lab, dialysis, surgical, mental health)
 - And other related data, as identified by the advisory panel and project leads.
6. Document and project current and future healthcare system demands versus healthcare system capacity.
7. Identify methods to increase access to, and quality of, local healthcare services.
8. Identify structure(s) that may enhance or degrade performance of local healthcare delivery systems, including an analysis of what impacts formation of a public hospital district would have on the Kitsap healthcare system delivery.
9. Identify current strengths in our healthcare system and measures needed, if any, to maintain them.
10. Identify ways access gaps in Kitsap may disproportionately impact different demographic groups.
11. Provide comparative data on what other jurisdictions or states have done to increase medical service availability.
12. Identify costs necessary to increase services or improve degraded services

13. Identify policy reforms or regulatory changes that could be made to increase service availability.
14. Assess and incorporate other healthcare system assessments/evaluations into the study.
15. Where available, use existing local data and reports to assess and analyze healthcare system demands and capacity in Kitsap County.
16. Identify any public processes that need to occur as this study moves forward.

Project details:

The Kitsap Public Health Board is seeking the services of an academic or other research team or healthcare consulting firm for a written comprehensive assessment report of the healthcare system in Kitsap to provide a diagnostic evaluation of the system as a whole and to identify governmental interventions, healthcare system initiatives, and/or community initiatives that may be taken to improve identified deficiencies or gaps in healthcare access across Kitsap County. The selected organization will be responsible for the development and completion of a comprehensive healthcare assessment and recommendations for plans to address and correct identified deficiencies.

Tasks include those listed in Project Objectives as well as the following:

- Convene regularly and collaborate closely with advisory panel
- Collect and organize data on issues identified above
- Key informant interviews and focus groups of subject matter experts, local practitioners, and Kitsap County citizens to get their opinions and experiences with the local healthcare system and recommendations to improve it.
- Compare approaches taken across different jurisdictions.
- Evaluation of what impacts creation of a public hospital district would have on the healthcare system and healthcare delivery services in Kitsap County.
- Identify policies that may be amended or altered to improve functionality of the system.
- Engage community members in this assessment.
- Provide comprehensive survey data of access issues in Kitsap County and the source(s) of the data.
- Produce written assessment report and recommendations for corrective measures of identified deficiencies.
- Financial analysis of costs of any corrective interventions.
- Evaluate impact of the state regulatory environment (certificate of need, required licensing, educational barriers) on the supply of medical services.
- Identify political, structural, and economic barriers to improving access.

Possible Roadblocks:

This is a politically charged and complex endeavor, with entrenched systems and complex political and economic barriers to change. No one entity takes accountability for system improvements in healthcare delivery systems. Many of our systems cross jurisdictional borders and or are parts of regional systems, while other parts of our healthcare delivery system are fragmented and without centralized leadership. This is a complex system, and the scope of this project is broad, with numerous variables that impact and contribute to access to care, including

third-party payor systems, geography, individual financial considerations, and other structural considerations.

5.0 DESIRED PROPOSER QUALIFICATIONS

1. Proven experience with, and understanding of, private and public healthcare systems.
2. Proven experience with rigorous data collection and evaluation approaches, especially related to healthcare system access.
3. History of completed comprehensive healthcare systems assessments.
4. Understanding of the regulatory framework and policy opportunities to improve health systems function and stability.
5. Ability to translate findings into practical and useable recommendations.
6. Proven experience collaborating with multiple stakeholders in complex and often contentious healthcare systems work.

6.0 REQUEST FOR PROPOSALS AND CONTRACTING PROCEDURES

Proposal procedures will be implemented in accordance with Health District Policy A-23, Purchasing. Contract development and execution will be implemented in accordance with Policy A-35, Contract Development and Administration. To obtain copies, please contact Margo Chang, (360) 728-2317, or margo.chang@kitsappublichealth.org.

7.0 REQUIRED PROPOSAL ELEMENTS

Submitted written or electronic proposals (in PDF format) must include the following information:

1. Letter of interest.
2. Phone and email contact information for the healthcare consultant main contact and associated staff.
3. Written proposal describing how the proposer intends to complete the work and the timeframe needed to complete the work.
4. Statement of Qualifications showing the Proposer's qualifications to perform the Scope of Work as detailed in Section 4.0. Thorough discussion is encouraged, and information provided concerning:
 - a. A description of the Proposer's organization, including general expertise, work experience as related to this Request for Proposals, and work history conducting healthcare system assessments.
 - b. Examples of prior similar work products.
5. Completed Proposer's Questionnaire Form (**Exhibit A**).
6. Completed Form: Orders, Notices, or Citations brought against the Proposer within the past five (5) years (**Exhibit B**).

7. Completed Suspension/Debarment Certificate (**Exhibit C**).
8. A list of four (4) references (minimum) and their contact information.
9. Written confirmation that the Proposer can meet all the elements in Section 4.0, Scope of Work.
10. Description of the process and timeline the consultant will use to complete this project.
11. Detailed description of project costs and project budget.

8.0 SELECTION PROCESS

Representatives of the Health Board and Health District will review all qualified proposals according to the criteria provided below.

Evaluation criteria:

Proposals will be evaluated and scored by representatives of the Health Board and Health District as follows:

1. Qualifications (Up to 25 points). The successful respondent will demonstrate successful experience in performing similar healthcare system access and capacity assessments, as well as the following (and Section 5.0) for the project team:
 - Education, experience, knowledge, skills, and qualifications in providing these services
 - Expertise in working with governmental and private institutions
 - Ability and history to complete projects on-time and on/under budget
 - Demonstrated examples of previous successful work performance in healthcare system assessment as evidenced by use of the contractor's recommendations resulting in healthcare system access and capacity improvements
 - Projected timeline to deliver the written assessment and recommendations report
2. Examples and quality of written healthcare assessment reports (Up to 25 points) previously prepared by consultant along with any references or post-assessment evaluations of consultant from past customers.
3. Completeness, quality, and clarity of proposal (Up to 25 points) with respect to the Request to Conduct a Local Healthcare System Needs Assessment for Kitsap County. Preference will be given to robust, specific, and explanative proposals.
4. Budget/Costs and Timeline of Completing the Scope of Work (Up to 25 points). The projected budget/costs of completing the scope of work, and the proposed time frame to complete the work, relative to the other proposals and the quality of the proposal.

It is the sole responsibility and discretion of the Kitsap Public Health Board and Health District to accept or reject any and all proposals.

9.0 SUBMITTAL GUIDELINES AND DEADLINES

To be considered for this Request for Proposals, five (5) hardcopies **OR** one electronic copy (in PDF format) of the proposal must be submitted by **3:30 pm. on January 31, 2023.**

Hardcopy proposals shall be enclosed in a sealed and marked envelope, and submitted by mail, to the following:

Kitsap Public Health District
ATTENTION: REQUEST FOR LOCAL HEALTHCARE ASSESSMENT PROPOSALS
c/o Margo Chang
345 6th Street, Suite 300
Bremerton, WA 98337-1866

Electronic copies shall be emailed to Margo Chang at margo.chang@kitsappublichealth.org.

Proposals that are received after **3:30 pm. on January 31, 2023**, or not submitted in accordance with this announcement, will automatically be rejected and will not receive further consideration.

Proposers are solely responsible for all costs incurred in the development and submission of the response to this Request for Proposals, and any future expenses that may lead to execution of a contract and agreement with Kitsap Public Health until such agreement is full executed. All materials submitted become the property of Kitsap Public Health District.

The Health District reserves the following rights for acceptance, modification, and/or rejection of submitted proposals such as:

1. Rejection of any or all proposals.
2. Rejection of any proposals not in compliance with requirements of this Request for Proposals.
3. Providing addenda, amendments, supplementary material, or other modifications to the proposal specifications.
4. Extension of the submittal deadline.
5. Cancellation of the Request for Proposals without issuance of another Request for Proposals.
6. Issuance of subsequent requests for new proposals.
7. Determination to select one or more Proposers for negotiation of a final contract(s).
8. To waive any informality in any response and to delete certain items listed in the informal bid as set herein.
9. Decisions made by Kitsap Public Health Board and Health District will be final.

Bids will be officially opened and announced via an electronic virtual meeting (Zoom link to be made available) at approximately **3 p.m. on February 2, 2023.**

The selection and notification of the chosen proposal will be made no later than **February 10, 2023, 4 p.m.** via email notification.

10.0 CONTRACT TERMS AND CONDITIONS

If a contract is awarded through this Request for Proposals, the contractor shall agree to the contract terms and conditions as shown in **Exhibit D**, Draft Contract.

11.0 TECHNICAL POINT OF CONTACT AND QUESTION/RESPONSE PERIOD

For questions concerning the Request for Proposals prior to the submittal deadline, please direct written inquiries **by email** to:

Margo Chang
Email: margo.chang@kitsappublichealth.org

Written inquiries will be accepted until **3:30 p.m. on January 4, 2023**. A written response to all questions will be prepared and forwarded to all applicants who submit questions and/or notify Margo Chang of their participation in the Request for Proposals process **by 5 p.m. on January 11, 2023**.

Prospective bidders are encouraged to notify Margo Chang by email by **3:30 p.m. on January 4, 2023** --- even if they do not have any questions --- so that they may be included in the written response to questions that will be issued on January 11, 2023.

Margo Chang will send an email acknowledgment of received questions or notifications to verify receipt of emails. If you submit questions or a notification, and do not receive an email acknowledgment by 4 p.m. January 5, 2023, please call Margo Chang at 360.728.2317.

The process above will be the only opportunity for questions and responses during the proposal response period (through January 31, 2023).

**Exhibit A -
PROPOSER QUESTIONNAIRE FORM**

EXHIBIT A. PROPOSER QUESTIONNAIRE FORM

INSTRUCTIONS: THIS IS A MANDATORY RESPONSE. Proposers must submit this form to the County with the Proposal. Please provide the requested information, then sign and date. If response is incomplete or the County requires further description, the County may request Proposer provide such information within a mandatory due date or may determine the missing information is immaterial to award. **IF PROPOSER ANSWERS “YES” TO ANY QUESTION, PROVIDE THE EXPLANATION FOR ALL “YES” ANSWERS ON A SEPARATE SHEET.**

Proposer Information	
Proposer’s Legal Name and d.b.a. if applicable:	
Mailing Address:	
Contact Person and Title:	
Contact Person’s Phone Number:	
Contact Person’s Fax Number:	
Contact Person’s E-Mail Address:	
State UBI Number:	
Federal TIN or EIN Number:	

Ownership	Yes or No If yes, explain.
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	

Financial Resources and Responsibility	Yes or No If yes, explain.
Within the previous 5 years has your firm been the debtor of a bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Within the previous 5 years has your firm been debarred from contracting with any local, state, or federal governmental agency?	
Within the previous 5 years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	
Within the previous 5 years has a governmental or private entity terminated your firm’s contract prior to contract completion?	
Within the previous 5 years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	

Disputes	Yes or No If yes, explain.
Within the previous 5 years has your firm been the defendant in court on a matter related to any of the following issues: <ul style="list-style-type: none"> • Payment to subcontractors? • Work performance on a contract? 	
Does your firm have outstanding judgments pending against it?	
Within the previous 5 years has your firm been assessed liquidated damages on a contract?	
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the County?	

Compliance	Yes or No If yes, explain.
Within the previous 5 years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
If a license is required to perform the services sought by this solicitation, within the previous 5 years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	
If Hazardous Materials are an element of the contract, has your firm had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous 5 years?	

Business Integrity	Yes or No If yes, explain.
Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?	
Within the previous 5 years has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?	
Within the previous 5 years has your firm or any of its owners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.	

The undersigned hereby certifies that:
The Proposer has read the County's solicitation and all its addenda, and to the best of his/her knowledge has complied with the mandatory requirements stated herein;
The Proposer has had opportunity to ask questions regarding the requirements and that the questions were answered by the County;
The Proposer's offer is valid until the date the County awards a contract or rejects all offers;
All information provided within the Proposer's offer, including but not limited to the information provided in response to this Proposer Questionnaire, is true and correct to the best of his/her knowledge;
The Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its offer;
The Proposer fully understands the character of the goods to be provided and/or services to be performed, the manner payment is to be made, and the terms and conditions. The Proposer offers to provide the goods and/or services within the time required, upon the terms and conditions provided without exception, and at the prices offered.
The person signing below has the authority to legally bind the Proposer.

Dated this _____ day of _____, 2015

Signature

Title

**Exhibit B -
ORDERS, NOTICES, OR CITATIONS AGAINST PROPOSER**

EXHIBIT B: ORDERS, NOTICES, OR CITATIONS AGAINST PROPOSER

Submit a list of any and all Environmental or Safety Law-related orders, notices, or citations received during the past five (5) years **by the Proposer or any facility or subcontractor proposed to be used in performance of the Contract**. List the status of the response to any order, notice or citation. **If no such orders, notices, or citations were received by Proposer or any proposed facility or subcontractor, indicate here:** _____

Use multiple copies of this form, if necessary. Details of orders, notices or citations can be included as an attachment.

Company Name: _____

Proposer-Owned?: Yes: _____ No: _____ Subcontractor?: Yes: _____ No: _____

Mailing Address: _____

Contact Person: _____

Phone: _____

E-Mail Address: _____

A. Type of Order, Notice or Citation: _____

B. Date of Order, Notice or Citation: _____

C. Response to Order, Notice or Citation: _____

D. Status of Response: _____

**Exhibit C -
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION**



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not deas it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Exhibit D -
DRAFT CONTRACT**

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
CONTRACTOR

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and **CONTRACTOR**, hereinafter referred to as “Contractor.” The District and Contractor are hereinafter collectively referred to as the “Parties.” The Parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin **MONTH, DAY YEAR** and be completed no later than **MONTH DAY YEAR**, unless terminated sooner or extended as provided for herein.
2. **Purpose:** **STATE THE OBJECTIVE**
3. **Services:** The District requires the expertise of this Contractor to **DESCRIPTION OF WORK. CAN INSTEAD REFERENCE, AS PART OF THIS AGREEMENT, AN ATTACHMENT CONTAINING THE SCOPE OF WORK INCLUDING TASK DELIVERABLE DATES. CAN ALSO INCLUDE GRANT TERMS HERE OR IN ATTACHMENT.**
 1. Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
 2. Contractor will perform the work specified in the Agreement according to standard industry practice.
 3. Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the Parties.
 4. Contractor will confer with the District from time to time during the progress of the work. Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.
4. **Qualifications/Eligibility:** Contractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA). **IF REQUIRED BY STATE OR FEDERAL CONTRACT TO VERIFY EMPLOYMENT ELIGIBILITY, NOTE CONTRACT REQUIREMENTS HERE.**
5. **Compensation:** The District agrees to pay Contractor a total compensation of (or not to exceed) **\$X,XXX** during the Agreement. Compensation will be based on invoices submitted by Contractor itemizing hours worked with a detailed description of services performed. Contractor will be paid only for work expressly authorized in the Agreement. Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Agreement or after its termination, unless a provision of the Agreement expressly provides otherwise.

OPTIONAL WITHHOLDING LANGUAGE: If Contractor fails to perform any substantial obligation and the failure has not been cured within thirty (30) days following notice from the

District, the District may, in its sole discretion and upon written notice to Contractor, withhold all monies due Contractor, without penalty, until such failure to perform is cured.

OPTIONAL CONTRACT PERFORMANCE LANGUAGE:

CHANGES IN WORK: In the event of any errors or omissions by Contractor in the performance of any work required under the Agreement, Contractor will make all necessary corrections without additional compensation. All work submitted by Contractor will be certified by Contractor and checked by Contractor for errors and omissions. Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.

6. **Notices:** Notices pursuant to this agreement shall be sent to:

If to the District:

Kitsap Public Health District

Attn: NAME

345 6th Street, Suite 300

Bremerton, WA 98337

(360) 728-XXXX

EMAIL:

If to the Contractor:

CONTRACTOR

Attn: CONTACT

ADDRESS

CITY, ST ZIP

PHONE

EMAIL:

7. **Billings:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be sent to:

Kitsap Public Health District

Accounts Payable

345 6th Street, Suite 300

Bremerton, WA 98337

(360) 728-2215 AR (360) 728-2227 AP

Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within XX days after the expiration date.

8. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of the District.

9. **Rights in Data:** Data that is delivered under this Agreement is the District's property and shall be transferred fully to the District with all rights to the license to publish, translate, reproduce, modify, deliver, dispose of, and to authorize others to do so.

All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Agreement will be "works for hire" as defined by the U.S. copyright Act of 1976 and will be owned by the District. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

An electronic copy of all word processing documents will be submitted to the District upon request or at the end of the job using the word processing program and version specified by the District.

10. **Indemnification:** Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, Contractor waives its immunity

under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the Parties. This provision will survive the expiration or termination of this Agreement.

Defense and Indemnification: Business Associate shall defend, indemnify and hold harmless Covered Entity from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any nature whatsoever, including without limitation attorney's fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, relating to or arising out of any breach of this Agreement by Business Associate, its employees, officers, agents, or sub-contractors. **B. Reimbursement for Costs Incurred Due to Breach: Business Associate shall reimburse Covered Entity, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured PHI by the Business Associate.** (how to bridge BAA into main body of contract???????)

OPTIONAL COPYRIGHT INDEMNIFICATION LANGUAGE: Contractor will hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the District, where such action is based on the claim that information supplied by Contractor or subcontractor infringes any patent or copyright. Contractor will be notified promptly in writing by the District of any notice of such claim.

11. **Insurance:** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

No Limitation. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. **Note: depending on the potential risk of the agreement to the District, Program Manager may add this language at their discretion: The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.**
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the state of Washington.
4. **Professional Liability** insurance appropriate to Contractor's profession. Contractor shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of Contractor's insurance and shall not contribute with it.
2. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Contractor before commencement of the work.

12. **Safeguarding of Information:** The use or disclosure by Contractor of any information or documents obtained by Contractor in the course of contract performance for any purpose not directly connected with Contractor's responsibilities under this Agreement is prohibited except as may be required by law.
13. **Statutory and Regulatory Compliance:** Contractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
14. **(Add if applicable) Compliance with State and Federal Confidentiality Laws:** Contractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or

trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. Contractor shall sign a Business Associate Agreement which is incorporated into this Agreement as ATTACHMENT A. **(IDENTIFY APPROPRIATE ATTACHMENT IDENTIFICATION)**

15. **Records Inspection and Retention:** Contractor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein. The District may, at reasonable times, inspect the books and records of Contractor relating to the performance of the Agreement. Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Agreement. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.
16. **(OPTIONAL) Right of Inspection:** Contractor shall provide right of access to its facilities to the District, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable time, in order to monitor and evaluation performance, compliance, and or quality assurance under this Agreement.
17. **(OPTIONAL) Subcontracting:** Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the District.
18. **Successors and Assigns:** The District, to the extent permitted by law, and Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Agreement and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Agreement.
19. **(If applicable) Certification Regarding Suspension and Debarment:** Contractor, by completing and returning to the District the "Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see Attachment A, **OR REFER TO APPROPRIATE ATTACHMENT IDENTIFICATION IF OTHER ATTACHMENTS EXIST**) certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
20. **Non-Discrimination:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
21. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties. In order to be effective, any Agreement, renewal, amendment, or modification must be in writing, be signed by both parties, and be attached to the Agreement. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the District and has become effective.
22. **Changes in Work:** In the event of any errors or omissions by Contractor in the performance of any work required under the Agreement, Contractor will make all necessary corrections without additional compensation. All work submitted by Contractor will be certified by Contractor and checked by Contractor for errors and omissions. Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.

23. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party.
- A. For Convenience:** Either party may terminate the Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other. Contractor shall be paid for work performed and expenses incurred to the date of termination.
- B. For Funding:** If funding for the Agreement or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the Parties may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
- C. For Cause:** If the either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Contractor shall be paid for services performed in accordance with the manner of performance set forth in this Agreement.
- D. For Default:** Either party may terminate the Agreement upon giving written notice to the other party in the event the other party is in breach of a material provision of this agreement and shall have failed to cure such breach within thirty (30) days.

In the event of termination, Contractor shall settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause.

24. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: a Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
25. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
26. **No Waiver:** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time.
27. **Severability:** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the

Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

- 28. **Notices:** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement representative's provision of the Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 29. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not necessarily limited to the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.
- 30. **Tax Payments:** Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 31. **Assignment, Delegation, and Subcontracting:** Contractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Contractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.

Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fine employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.

- 32. **Personnel Removal:** Contractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
- 33. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.
- 34. **Authorization:** Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

KITSAP PUBLIC HEALTH DISTRICT

CONTRACTOR

By: _____
Keith Grellner
Administrator

By: _____
**SIGNATORY
TITLE**

Date: _____

Date: _____

Funding Source
Program: _____ Federal Contract/Grant _____

MISCELLANEOUS: FEDERAL CONTRACTS REQUIRE ADDITIONAL PROVISIONS:

Check CFR requirements: https://www.ecfr.gov/cgi-bin/text-idx?SID=031b616b44ba7a18d1a96656ea144d44&mc=true&node=ap2.1.200_1521.ii&rgn=div9

Majority of the required terms will not apply but the ones to watch for:

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

37 CFR 401.2(2) defines “funding agreement” as “The term funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

Debarment and suspension – already included in contract template. Be sure to affix actual certification forms!!

If the contract/grant is over \$150,000: Clean air act/federal water pollution control act compliance

If the contract/grant is over \$100,000 and involves bidding or an application for the award: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provision needs to be added