



**Request for Proposal
for
After Hours Answering Service**

RFP #2022-01

January 10, 2022



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Section 1 - Summary

The Snohomish Health District (District) is soliciting proposals for an after-hours answering service in accordance with the Scope of Work below.

Section 2 - Scope of Work

In Washington State, there are sixty-four notifiable conditions that physicians are required to report to local and state public health officials. The bulk of the District's disease prevention efforts surround these conditions. When a laboratory or doctor's office reports a condition, we gather information on the patient, conduct a consultation, and provide recommendations to the patient and doctor on treatment options. Information on the types of notifiable conditions can be found at <https://www.doh.wa.gov/ForPublicHealthandHealthcareProviders/NotifiableConditions>.

The Snohomish Health District is seeking an experienced and qualified organization to provide customer service focused and reliable after-hours answering services in support of timely disease notification and control.

Background

The District is a municipal corporation established in 1959 under state law to deliver public health services to approximately 838,235 residents throughout Snohomish County, Washington. The District provides a wide range of programs and services that protect and promote the public health with particular focus on preventing injury and disease. The District is organized into two operational divisions - Prevention Services and Environmental Health, with an Administration Division providing executive leadership and support services.

The District has reviewed the services needed to ensure appropriate testing and treatment of STDs. A project team was selected based on those who are working in our STD program. The project team documented needs that a healthcare provider would need to provide to meet the needs of the District. The culmination of all this work and the discussions that resulted are represented by this RFP document.

Minimum Requirements

- Provide after-hours call services to an estimated average of 30 calls per month. This will vary based on disease circulating in the county and need. Subcontracting is prohibited.
- Provide services as follows. All service times are Pacific Standard Time.
 - Monday, Tuesday, Wednesday, and Thursday, 5:00 PM through 8:00 AM the following morning
 - Friday 5:00 PM through Monday 8:00 AM
 - scheduled holidays
- Provide a live person when answering phone calls. No automated phone trees.
- Follow and consistently implement a District provided call response script and call routing chart.
- Provide sufficient capacity and capability to avoid any interruption in after-hours call services in the event of provider equipment failure or other unforeseen circumstances.
- Ability and capacity to safely obtain, store, and report protected health information in compliance with applicable state and federal requirements. Information may include patient name, date of birth, and laboratory testing results.
- Responsible for the development, maintenance, and completion of service-related documentation. This includes, but is not limited to:
 - all user training materials
 - call scripts

- summary e-mail for each incoming call including call topic, steps and action on how the call was handled, outcome
- Detailed monthly direct billing to the District.
- Continuous and open communication with relevant District staff on call volume and quality, script, process, and costs.

Preferred, in additional to minimum requirements

- Organization and staff that provides medical triage of calls and/or utilizes staff that are medically trained.
- Prior experience working with the target population, including limited English speakers, and Black, Indigenous, and Persons of Color (BIPOC) communities.

Timeline

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
RFP issued	01/10/2022
Notice of Intent to Respond	01/14/2022
Respondent’s technical questions due via email	01/19/2022
Addendum and Q&A, if required	01/21/2022
Proposals due to the District	01/26/2022

- After evaluating and scoring proposals, the District intends to enter contract negotiations with the highest-ranking vendor.
- The expected term of the awarded contract is three years.

Section 3 -Proposal Instructions

Proposal Submittal Requirements and Procedures:

Respondents shall submit the full proposal in electronic format via e-mail to rfp@snohd.org . Hardcopy proposals will not be accepted. RFP documents must include all information described under “Required Information” below.

The vendor proposal must be received no later than **2:00 pm PDT (our clock) on January 26, 2022**. The District reserves the right to extend the proposal submittal date if needed.

The vendor should provide a Notice of Intent to Respond by **January 14, 2022**. The intent to respond must be written and should be submitted through e-mail to rfp@snohd.org. Without this notice the vendor risks not receiving RFP notices or changes in the process prior to the submission deadline.

Prospective respondents must submit inquiries concerning this RFP to obtain clarification of requirements by e-mail no later than **January 19, 2022**. No inquiries will be accepted after the deadline. All clarifications to the RFP will be distributed in writing on WEBS, www.snohd.org/bids, and to those vendors that have submitted a Notice of Intent to Respond. Response to inquiries will be distributed by close of business on **January 21,2022**.

All communications including submittals shall be directed to the RFP Coordinator identified below. Any oral communications will be considered unofficial and non-binding on the District.

Procurement Contact: The point of contact at the District for purposes of this RFP, prior to the award of any contract, is:

Purchasing Coordinator
Snohomish Health District
3020 Rucker Ave., Ste. 308
Everett, WA 98201
Telephone: (425) 339-5214
Email: shdpurchasing@snohd.org

Contract Administrator: The designated contract administrator will be:

Katie Curtis, Prevention Services Director
Snohomish Health District
3020 Rucker Ave., Ste. 203
Everett, WA 98201
Telephone: (425) 339-8711
Email: kcurtis@snohd.org

Required Information:

Respondents must include the following information in their submittal. Additional, relevant back-up materials can be included with the proposal. The information received should be formatted to follow the outline below. The District will also be evaluating the submittal for responsiveness to the project overall, qualifications, similar experience, references, cost and ability to perform the work.

1. **Contact Information:** Include the name, address, phone number and email of the firm, and prime contact person on the cover page of the proposal.
2. **Company Profile:** Include the location of the main headquarters for the company, as well as any other local or regional offices. List the number of years the company has been doing business under the current name and UBI number.
3. **Personnel Resumes:** Include the names and qualifications of the individuals that will perform the work. Attached resumes are acceptable in addition to a summary in the written proposal. A description or organizational chart describing the roles of each employee may be included.
4. **Client References:** A minimum of five (5) current references with physical addresses, phone numbers, and email addresses (if available) should be provided. The references may be in the private and/or public sector, with at least two in the public sector.
5. **Cost Proposal:** Respondents must include a fee schedule, specifying a fixed rate that will be billed to the District for each call received and explanation of terms.
6. **Insurance:** The District requires that the contractor furnish and maintain product, professional and general liability insurance, at the contractor's expense, with a minimum \$2,000,000 coverage for the duration of the contract. See Attachment C
7. **Attachments:** Signed Attachments A, B, and C.

Note: if there are exceptions taken to any of the terms, conditions or specifications of these proposal documents, they must be clearly stated on the cover sheet to your proposal.

Section 4 - Evaluation and Selection Process

Proposals will be evaluated by a Selection Committee. The Selection Committee will consider the completeness of a consultant’s proposal and how well the proposal meets the needs of the District. The District may request clarification or additional information from a specific Respondent in order to assist in the District’s evaluation of a proposal. In evaluating the proposals, the Committee will use the following criteria.

Evaluation Criteria

Evaluation Criteria	Possible Points
• Number of operators available to take calls	25
• Cost of services	50
• Staff with medical knowledge/background	20
• Ability to scale to meet call demand	5
Total Points	100

Interviews/Demonstrations

As part of the evaluation process, the District will likely ask top candidates to participate in a phone interview.

Additional Information:

- It is Snohomish Health District’s intent to award the contract to one vendor who will serve as the sole point of contact. The vendor will be required to assume the responsibility for all services offered in the proposal. The services to be performed as a result of this solicitation are those of an independent contractor and not as an employee or agent of Snohomish Health District.
- Unless otherwise specified in writing in the proposal response, all pricing must be held firm for a minimum of ninety (90) calendar days after RFP Response Due date specified to provide sufficient time for evaluation and award.
- The District reserves the right to cancel or reissue the RFP or to revise the timeline at any time.
- All RFP changes prior to opening due date will be issued in a written addenda to all firms on record as having received solicitation forms, posted on WEBS and Snohomish Health District website. It is the responsibility of the vendor to verify all addenda are received prior to submittal.
- The District reserves the right to reject any or all responses to the RFP, to competitively negotiate with any responding or other party irrespective of the information provided in the RFP responses, to advertise for new RFP responses, to accept any RFP responses deemed to be in the best interests of the District, to waive any irregularities and technicalities, or to otherwise proceed in the best interest of the District in its sole discretion.
- The District has the right to follow up with any responding party to obtain additional information if deemed in the best interest of the District.
- Acceptance of any response to the RFP should not be construed as a contract nor

shall it indicate any commitment on the part of the District for any future action.

- The RFP does not commit the District to pay for any cost incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a formal agreement.
- The District does not represent that any proposal will be implemented, or that any individual respondent will be the party contracted with. In the event the District selects a respondent's proposal, implementation of the proposal will be through separate written agreement. Proposals and all ideas contained in therein shall not be deemed proprietary to the respondent and may be used by the District in any manner deemed in its best interest.
- Respondents must identify each portion of their proposals which they deem confidential.
- Submittals received by Snohomish Health District in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The proposer should clearly identify in its proposal any specific information that it claims to be confidential or proprietary. If Snohomish Health District receives a Public Records Act request to view the information so marked in the Proposer's proposal and the District determines that it must produce that information in response to the Public Records Act request, its sole obligations shall be to notify the proposer (1) of the request and (2) of the date that such information will be released to the requester unless the Proposer obtains a court order to enjoin that disclosure pursuant to RCW 42.56.450. If the Proposer fails to timely obtain a court order enjoining disclosure, Snohomish Health District will release the requested information on the date specified.



ATTACHMENTS

ATTACHMENT A:

PROPOSAL ACKNOWLEDGMENT

Business Firm's Name: _____

UBI #: _____

Name and Title of Person Authorized to Sign Proposal:

Signature: _____

Date: _____

Corporate Attestation or SEAL *here*

Signature: _____
(Corporate officer other than above)

Date: _____

Name and Title of Person Attesting to Authorized Signature:

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the respondent must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different.

Corporations must have names that comply with State Law. The respondent's signature must conform to the following:

- Where the respondent is a corporation, a corporate seal is required.
- Where the respondent is a partnership, at least one general partner must sign.
- Where the respondent is a sole proprietor, the owner of the company must sign.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

Please note, that it is the respondent's responsibility to check the District's website frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

The respondent acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number/Date:

Amendment Number/Date:

Amendment Number/Date:

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

ATTACHMENT B:

NON-COLLUSION STATEMENT

In order for your application to be considered, it is necessary to furnish the following information:

Has your firm ever been indicted, pled guilty, pled nolo contendere (no contest), or been convicted of any offense that has resulted in your firm being barred from being or performing work for any State, Local, or Federal Government?

Yes ___ No ___

If "Yes", attach a separate sheet(s) to this form giving the details involved, the names of the individuals, and their current employment status with your firm.

Has any officer, employee, or other member of your firm ever been indicted, pled guilty, pled nolo contendere, or been convicted of any illegal restraints of trade, including collusive bidding?

Yes ___ No ___

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Has your firm or any officer, employee, or member of your firm ever been debarred for violation of various Public Constraint Acts incorporating Labor Standards Provision?

Yes ___ No ___

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Is your firm under the protection of the bankruptcy court, has pending any petition in bankruptcy court, or have you made an assignment for the benefit of creditors?

Yes ___ No ___

(Printed Name of Contractor)

Address

City State Zip Code

Signature of Authorized Representative

Title Date

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

ATTACHMENT C:

INSURANCE REQUIREMENTS

A. Contractor shall obtain insurance of the types described below:

1. Automobile Liability 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
2. Commercial General Liability Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

B. Minimum Amounts of Insurance


Contractor shall maintain the following insurance limits:

1. Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
4. Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

C. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respect to the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the



District shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except in accordance with RCW 48.18.290, or prior written notice by delivery or mail has been given to the District.

Name of Company: _____

Name of Insurance Agent: _____

Telephone, including Area Code _____

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

ATTACHMENT D:

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT BETWEEN SNOHOMISH HEALTH DISTRICT AND _____ FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Snohomish Health District, a Washington State municipal corporation organized under RCW 70.46, (“District”) and _____, a Washington Corporation, (“Consultant”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to _____, as more fully described in Article II. The general terms and conditions of the relationship between the District and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the District when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The District may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the District. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the District, and upon completion of the work shall become the property of the District, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the District.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the District. Upon request, the Consultant shall tender the work product and summary to the District. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the District.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect until _____. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the District.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the District, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise.

(Please indicate No or Yes below)

___ No employees supplying work have ever been retired from a Washington state retirement system.

___ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the District is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold District harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event

Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide District with all information required by District to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the District provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the District its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

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

c. **Minimum Scope of Insurance - Consultant 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.

- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:** Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the District.

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

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant 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 the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the District with proof of insurance upon request by the District.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the District. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the District. Any Insurance, self-insurance, or self-insured pool coverage maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Failure to Maintain Insurance Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Consultant from the District.**

j. **District Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the District shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the District evidences limits of liability lower than those maintained by the Consultant.

k. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the District, and further that the Consultant will be barred from performing any services for the District now or in the future, unless a showing is made satisfactory to the District that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any District project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of

Washington. Venue for any litigation commenced relating to this Agreement shall be in Stanwood County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the District understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of District employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the District is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The District may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the District.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the District of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the District prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the District determines in its sole discretion that a conflict is irreconcilable, the District reserves the right to terminate this Agreement.

III.13 DISTRICT CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the District in each instance, the confidences of the District or any information regarding the District or services provided to the District.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants: NONE.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the District.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE DISTRICT

IV.1 PAYMENTS.

a. The Consultant shall be paid by the District for services rendered under this Agreement as described in the Scope of Services, under **Exhibit "B"** – Rate Schedule, and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed _____ without the written agreement of the Consultant and the District. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the District elects to expand the scope of services from that set forth in Exhibit A, the District shall pay Consultant a mutually agreed amount.

b. Upon completion of the appraisal and District's acceptance of the work, the Consultant shall submit an invoice to the District for services performed in a format acceptable to the District. The Consultant shall maintain time and expense records and provide them to the District upon request.

c. The District will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **DISTRICT APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the District, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and District requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the District and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the District and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the District with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the District, the District may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any District records in Consultant's possession, necessary to fulfill that Public Records Request. If

the Public Records Request is large the Consultant will provide the District with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the District shall be sent to the following address:

XXXX

Notices to the Consultant shall be sent to the following address:

XXXX

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the District to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the District for its convenience, the District shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2021.

SNOHOMISH HEALTH DISTRICT **XXXXXX**

By _____

By _____

Approved as to form:

Grant K. Weed, District Attorney