

KITSAP COUNTY

REQUEST FOR PROPOSALS

Kitsap County Health and Well-Being Portal and Wellness Incentive Program Administrator.

2020 - 137



Kitsap County
Human Resources Department
614 Division Street MS 23A
Port Orchard, Washington 98366

Proposal Due Date: November 4, 2020 at 3:00 PM

KITSAP COUNTY

REQUEST FOR PROPOSAL (RFP) NO. 2020-137

It is the responsibility of potential Bidders to carefully read, understand, and follow the instructions contained in this RFP document and all amendments to the RFP.

PROJECT TITLE: Kitsap County Health and Well-Being Portal and Wellness Incentive Program Administrator.

PROPOSAL DUE DATE: November 4, 2020 at 3:00 PM

EXPECTED PERIOD OF CONTRACT: Any contract resulting from this RFP shall be for a provision of specified services from January 1, 2021 through December 31, 2023. The contract will be effective approximately December 15, 2020 for the purposes of implementation activities, as described in the bidder's proposed implementation plan.

OPTION TO EXTEND CONTRACT PERIOD: At its sole discretion, Kitsap County may renew any contract awarded as a result of this RFP for two (2) additional years for a total of five (5) years.

MINIMUM REQUIREMENTS FOR BIDDING:

1. Bidder must be licensed to do business in the State of Washington.
2. Bidder must provide an Online Wellness Portal that offers a Health Assessment, Individual Action Plans (IAPs), and allows the County's employees and potentially, their spouses/domestic partners (health care plan "Members") to track their progress toward completion and earning of an incentive.
3. The Health and Wellness Portal provides tools that foster social engagement (*e.g.*, challenges) that can be initiated by the County, teams within an employing agency, or the individual.
4. The Bidder must have an enhanced ability to provide reports on health risks in the population, Member actions toward compliance with a wellness incentive program, and track population progress over time.
5. The Bidder must have the ability to provide customized online experiences for Members based on the results of the health assessment, and Member's indicated readiness to change.

6. The Bidder must have the ability to coordinate individual action plans that may be provided by outside health management vendors or by health plans offered by the County. The Bidder must accept and provide data of Member participation from vendors and to the County.

SCHEDULE OF EVENTS: The County reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

Activity	Deadline/Time
RFP Release Date	10/7/2020
Recommended Letter of Intent Deadline/Questions Deadline from Bidders	10/22/2020
County Response to Questions	10/28/2020
Bidder Proposal Deadline	11/4/2020
Internal Evaluation Period	11/5/2020 – 11/15/2020
Demonstrations/Presentations of Finalists	11/16/2020 – 11/20/2020
Preliminary Decision	11/25/2020
Execute Contract/ Implementation Begins	12/15/2020
Projected Contract Start Date	2/1/2021

The above schedule is subject to change based upon availability; the County reserves the right to modify the dates as necessary. Note: Any proposals received after the due date will be rejected as untimely.

CONFIDENTIALITY

All information and supporting materials submitted in response to this RFP are public records as defined by the Public Records Act (Act), Chapter 42.56 RCW, and are available for public inspection and copying. If a Bidder considers any portion of the information and/or support materials, electronic or hard copy, to be protected from disclosure under Washington law, the Bidder shall specifically identify all information it claims to be confidential or proprietary by clearly marking each page and item with the words “confidential” and/or “proprietary” in large bold font. If the County receives a request under the Act to inspect or copy the information that has been clearly identified by the proposer as confidential/proprietary and the County determines that release of the information is required by the Act or is otherwise appropriate, the County’s sole obligation will be to make a reasonable effort to notify the Bidder of the request and the date that the confidential/proprietary information will be released to the requestor unless the Bidder obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Bidder fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Bidder to claim any exemption from disclosure under the Act. The County will not be liable to the Bidder for releasing records, even if the records have been marked by the Bidder as confidential and/or proprietary, in compliance with the Act, this section or court order. All Proposals and supporting materials received by the County become the property of the County and will not be returned.

This RFP is issued by Kitsap County.

Questions related to the RFP should be directed to:

Vicki Martin, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366
vmartin@co.kitsap.wa.us
(360) 337-4788

BACKGROUND

Kitsap County is located across Puget Sound from Seattle and King County in Washington State. The County serves a population of approximately 267,000 and has just over 1,100 benefit eligible employees. The County is self-insured for employee medical and has an array of other, fully insured benefits it offers employees. The County offers most of its employees a choice of six health care options administered by Aetna (2 PPO and 1 HDHP plan) and Kaiser Permanent Washington (KPW) (2 HMO and 1 HDHP plan). Sheriff Deputies, Sergeants, Lieutenants and Chiefs have a separate PPO plan administered by Aetna and a separate HMO plan administered by KPW. Both are self-insured plans. Effective January 2021, there will be no self-insured retiree option and no subsidy by the County for retiree coverage.

The employee plans are the subject of good faith bargaining with the County’s represented employees comprised of 17 bargaining units covered under 13 separate collective bargaining agreements. Therefore, plans are negotiated nearly annually for both benefit adequacy, design elements (e.g., point of service charges) and employee contributions levels directly on behalf of represented employees. The County also sponsors a joint labor-management Medical Benefits

Committee that meets regularly to review the plan performance and suggest changes to the plan design that are later the subject of formal collective bargaining.

The County's Human Resources Department aims to provide employee benefit programs that best meet the needs of employees, their dependents, and the County, and to assist participants in using their plans effectively. The County, in its offerings, looks to create ways to improve the patient care experience, improve the health of employees and their family members, and reduce the per capital cost of the health care benefits it provides. It is seeking a partner to help create a robust health and well-being program, with an employee portal and access to evidence-based individual action plans, that tracks participation for incentives.

SUBMISSION REQUIREMENTS/DEADLINES

PROPOSALS MUST BE submitted in sealed envelope. The bid number, the date and time of the response deadline, and the name and address of the respondent shall be clearly shown on the outside of the envelope. All proposals must be received by **November 4, 2020 at 3:00 PM (PST)** and must be submitted with two (2) paper copies as well as in one (1) electronic copy in USB or cd form (Excel, Word, or PDF, as applicable). Please submit proposals to the following recipient:

Please submit by mail to:

Vicki Martin, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

Please note that because of COVID-19 precautions, the County is not able to accept hand delivery.

For express or courier:

Vicki Martin, Buyer
Kitsap County Administration Building
Purchasing Office-Fourth Floor
619 Division Street
Port Orchard, WA 98366

Proposal/purchasing process questions may be directed to Vicki Martin at 360-337-4788 or vmartin@co.kitsap.wa.us Monday-Friday, 8:00am to 4:30 pm, excluding holidays.

A complete proposal includes:

Answers to all questions contained in this RFP. All proposals submitted become the property of Kitsap County and will not be returned. This RFP may be modified or withdrawn by the County at any time.

Failure to submit a completed proposal by the stated deadline will result in the proposal being rejected.

1 INTRODUCTION

1.1 Background and Purpose

The purpose of this Request for Proposal (RFP) is to select a Bidder who will provide an online health and wellness portal and administer a wellness incentive program for public employees and their spouses/domestic partners who receive benefits through the Kitsap County self-insured medical program.

The County's underlying goals in procuring these services are improved health of its employees, a positive impact on cost trends, and enhanced work-related productivity of employees.

1.1.1 Background of County's health program

The County provides coverage to 1,137 active employees as well as 515 spouses/domestic partners in its self-insured benefit program via eight health plans outlined below. Recent Member distribution by medical plan is shown in the chart below:

County Membership by Medical Plan (enrollment statistics as of July 2020) by Active Employee and Spouse/Domestic Partner.

Employee Plans			
Health Plan	Employees	Spouse-Partner	Total
Kaiser (KPW) HDHP	31	19	50
KPW Classic	268	132	400
KPW Value	123	40	163
KPW Deputy Plan	41	26	67
Aetna HDHP	64	33	97
Aetna Classic	193	97	290
Aetna Value	199	103	302
Aetna Deputy PPO	85	65	150
Waived Medical Coverage	133	n/a	133
Total	1137	515	1,652

1.1.2 Population Eligible for Health and Wellness Portal Services

The County anticipates offering the wellness incentive program to all active employees during the first year, with the potential to extend the program to spouses/domestic partner in future years.

1.1.3 Summary of the County's Wellness Programs

The County's Benefits section's primary function is in the procurement of health, dental, life, and disability insurance benefits for County employees and eligible dependents.

Only the KPW-administered plans have offered its own health assessment and health management programs and services to its enrolled Members. Aetna enrollees are not offered such services.

The County seeks to develop a cohesive and comprehensive wellness program that is offered to all active employees, offered in the context of supportive work environments. The Benefits Section plans to offer one wellness program utilizing one Health Assessment and individual action plans offered through a single health and wellness portal. The successful Bidder will ideally integrate health management programs offered through the health plans so County employees can access all of the available programs and services in one place.

The County is currently assessing the feasibility of offering incentives to Members to promote engagement. The details of the incentive have not been finalized and implementation is contingent upon available funding and approval by the County's Board of Commissioners. The elements of a wellness incentive program would include the completion of a Health Assessment and an individual action plan (IAP) in order to earn the incentive. The incentive amount that is under consideration could be paid time off or financial incentives via an allowance plan administered through the County's HRIS/payroll system (Workday).

If funding is not available for incentives, the Contractor may elect to contract with the selected Bidder to provide the health and wellness portal and associated IAPs but without a financial incentive.

1.1.4 Current Wellness Program

The County's wellness program, *Working Well*, Health Counts, offers modest gift card incentives for health and wellness activities each month. Employees enter a monthly drawing for an opportunity to win one of 5, \$25 gift cards, or 8 hours of "wellness leave," which is paid leave to use at the employee's discretion in a given calendar year.

The participation rate by employees in the Health Counts program has averaged 10-20%. It is anticipated that the *Working Well* program will be replaced by the new wellness incentive program offered through the Health and Wellness Portal.

1.1.5 Summary of the County's Planned Wellness Incentive Program in 2021

The County seeks to offer a comprehensive wellness program that provides employees with tools and programs that help them achieve or maintain good health. The program will feature an online health and wellness portal that provides a Health Assessment, customized Individual Action Plans (IAPs) based on their responses to the Health Assessment, and allows the Member to track their progress towards completion of his/her IAP and the potential earning of an incentive.

The IAPs will include programs offered by the selected Bidder as well as programs offered currently through the *Working Well* program. IAPs target physical activity, nutrition, stress management, weight management, tobacco cessation and chronic condition prevention and management. The IAPs can be delivered online through the health and wellness portal as well as telephonically, on paper, in-person and in small groups. RFP responses must include a description and examples of the IAPs.

The employee needs to complete his or her Health Assessment and individual action plan activities in order to receive the incentive. Ideally, the incentives could be done as a benefit allowance plan (to be awarded in Workday, the County's payroll/HRIS system), in a regular interval to keep engagement higher. Action plan work can occur throughout the year, through Countywide challenges, department challenges or team challenges, or other kinds of IAPs for chances to be awarded other kinds of incentives, such as the current gift cards and wellness leave.

The portal will provide online access for each employee to health enhancement programs available to the employee and serves as the primary communication vehicle for the wellness incentive program. At a minimum, the portal should include appropriate links to the employee's health plan website. The objective is to increase consumer engagement through links that not only make it easier for the employee to find what they are looking for, but also tailor the experience for each user by leading the employee to resources that meet their needs.

The health portal vendor will provide comprehensive reporting to assist the County in understanding population health status. The vendor will report on the level and extent of health risk using a wide variety of "slices," including the entire population, by health plan, and by departments with 50 or more employees that achieve a minimum level of participation in Health Assessment completion.

Using data from Health Assessments and Member participation in IAPs, the health portal vendor will advise the County on health risks to target or prioritize for action, thereby informing future adjustments to the wellness incentive program.

The health portal will track each employee's progress toward completion of the Health Assessment and IAP in order to earn a wellness incentive. The portal will display the employee's progress toward completion in the health portal. The vendor will also provide data to County of the status of employee eligibility for the incentive so the County can provide the incentive.

1.2 Summary of Services to be Provided

The scope of work below includes both required services and potential additional services. Bidders need to provide the required services in order to be considered for this contract. The County is also requesting information about the additional services from potential Bidders in order to evaluate whether to include these services in the contract.

The Bidder's proposal should include an explanation of how the Bidder can provide the required services below.

Required Services

- 1) **Online Health Assessment:** The Bidder must provide access to a Health Assessment that is both evidence-based and customizable. The Health

Assessment must include a validated productivity measure. It is highly preferable that the Health Assessment measure Members' readiness to change.

- 2) **Individual Action Plans:** The Bidder must provide a full complement of online Individual Action Plans (IAPs) as described in the previous section. “**Individual Action Plan (IAP)**” shall mean a sequence of steps, or activities that must be performed, in order to reach a specific goal. In the context of this RFP, an IAP refers to a sequence of activities that is provided to an individual who completes a health assessment that identifies the personally relevant activities a Member can complete to (1) achieve or maintain good health and (2) earn a wellness incentive provided through the County’s *Working Well* wellness program. The IAP needs to be customized based on the responses the individual gave when completing the Health Assessment
- 3) **Reporting:** The Bidder must provide comprehensive reporting capabilities to track population health management and behavior change. The vendor must report County wide, by health plan and department (provided the population is large enough to ensure the data reported is de-identified).
- 4) **Social Networking/Challenges:** The Bidder must provide a structured format for challenges in order to utilize competition and social networking to engage employees and to sustain behavior changes. Preferably the challenge structure would allow for County-to-Employee, Department-to-Employee, Team-to-Team, and Employee-to-Employee initiated challenges.
- 5) **Incentive Program Administration:** The Bidder portal must support incentive tracking and management for employees that is customized to the County's Wellness Incentive Program. Program administration includes providing communications to employees, customer service, management of appeals processes and data transfer/integration with vendors and plans offering services that could “count” toward a wellness incentive.

Potential Additional Services

- 6) **Health Coaching:** The Bidder may offer proven lifestyle coaching programs that result in healthy behavior change. It is not the County’s intent to offer or require health coaching for all employees. It is assumed this service is priced separately by participant. The Bidder should describe their typical process for assessing employees’ health risks and which employees would most benefit from health coaching.
- 7) **Biometric Screening:** The Bidder may describe whether they offer biometric screenings at onsite locations, providing detail as to which biometrics can be captured, the ability to upload data into the health portal, and how the data is used to enhance the level of service provided to the employees.
- 8) **Claims Data integration:** Please describe your ability to import claims data and integrate it into the health portal. The Bidder should demonstrate how this data would be used to enhance the services provided to the employee.

And note whether data integration is included as part of the standard package of services or is this service priced separately.

1.3 Contract Term

Any contract resulting from this RFP shall be for a provision of specified services from January 1, 2021 through December 31, 2023. The contract will be effective approximately December 15, 2020 for the purposes of implementation activities, as described in the bidder's proposed implementation plan.

1.4 Funding

It is the intent of the County that this RFP act as a true measure of actual costs for accomplishment of the services detailed herein. Therefore, a maximum level of available funding is not being identified at this time.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

No payments in advance or in anticipation of goods or services to be provided under any resulting contract shall be made. Do not request early payment, down payment or partial payment of any kind. The Contractor shall only be compensated for performance delivered and accepted by the County. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

2 PROPOSAL SPECIFICATIONS

2.1 Technical Specifications Requirements

Portal: The Bidder awarded to administer the County Health and Wellness Portal shall be required to administer a custom online wellness portal, Health Assessment (HRA), online or coaching based IAPs, and all incentive administration, communications and reporting elements of the program.

The portal must allow employees to register for the program, take their HRA; select from the available IAPs, complete their online IAP or receive referral to an outside IAP, and track their progress or earned incentives through the program. The portal must clearly communicate earned incentives and next steps to program participants throughout the program. Wellness coaching should be available on a non-incentivized basis to assist employees in meeting their health goals as they complete their IAPs.

Individual Action Plans: Participants selecting IAPs offered by the awarded Bidder must be able to immediately access the IAPs online. Participants selecting IAPs offered by outside vendors, if applicable, shall be directed to outside program websites or phone numbers where participants may register for and complete their IAPs. Outside vendors shall be expected to report program completion back to the successful Bidder for the purposes of updating the wellness portal and calculating overall incentives.

Examples of programs offered by outside vendors or health plans that could be offered as an Individual Action Plan.

Individual Action Plan (IAP)	Program Administrator
Health Coaching for chronic conditions	Aetna and Kaiser Permanente Washington
Tobacco cessation program	Kaiser's Quit program
Required case management	Aetna and Kaiser Permanente Washington

Incentive Management: The awarded Bidder shall be required to track and report earned incentives to employees through the online portal for each of the IAPs listed above through reporting interfaces/exchanges with each of the existing program administrators and any additional programs that County elects to add during the term of the agreement. The County shall evaluate the integration capabilities and experience of each Bidder seeking to administer the incentive program as part of this RFP.

The custom portal shall be designed to clearly communicate earned incentives to employees and direct them to the next step in the program each time they log-in to the site. Additional features of the portal may include integrated wellness related content, supplemental assessments and other wellness tools. A central focus of the County's evaluation of Bidders shall include the portal design and functionality and the manner in which employees navigate the portal as they earn the incentives within the Wellness Portal program.

The health improvement/coaching programs may include physical activity, nutrition and other wellness programs and supportive wellness coaching for participating employees upon request. The awarded Bidder shall be required to support online and telephonic customer service support for employees participating in the program.

The Health Assessment and Individual Action Plans must be available to all eligible employees. The Health Assessment and Individual Action Plan program are offered on an annual basis and participation in these programs determines whether they receive an incentive.

Proposals received by the County which do not address all of the requirements either directly or through a suitable alternative which clearly satisfies the intended goals of the program shall be considered non-responsive. Bidders may meet the requirements included in this RFP alone or through sub-contracting relationships, provided that the primary Bidder is solely responsible for the contract with the County to provide the full scope of services.

2.2 Organizational Profile

Please answer the following questions in your response:

1. Confirm your company is licensed to do business in the state of Washington.
2. Explain the organization's ownership structure, listing all separate legal entities and their relationship within the structure.
3. Please provide your most recent financial ratings and the date of the rating from the following organizations:

Organization	Rating	Date
Fitch, Inc.		
Moody's Investors Service, Inc.		
Standard & Poor's Rating Services		

4. Identify all 3rd party contracts that may implement or provide services that are included as part of your proposal. Please describe the services they will each provide to the County.
5. Identify any proposed services that are not currently subcontracted, but which are expected to be subcontracted for future business delivery to the County.
6. For any entity listed, please include the duration you have been working together.
7. How do you monitor compliance by 3rd party contractors with applicable privacy security standards?

2.3 Portal and Related Services

The Bidder should also provide information regarding your portal. The County is interested in understanding how your core wellness portal is designed and customized to meet your clients' needs.

We are looking to implement a branded wellness portal which integrates the Health Assessment, Individual Action Plans and online or coaching based wellness programs. Our core requirement related to the portal is that it clearly communicates each participant's current status in program completion, progress towards completion, and next steps.

Provide mock-ups or sample pages from your web portal customized for a client, while answering the following questions:

1. Confirm that you have the ability to recommend individual action plans based on each individual's Health Assessment results. How does your portal direct Members to engage in their IAP?
2. Describe how the portal displays services and programs that are offered by another vendor or health plan as part of the member's IAP. Provide examples.
3. Does your IAP allow Members to add their own personal goals and content? Provide examples.
4. How do Members demonstrate completion of their individual action plan? Provide examples.

2.4 Communications

This section of the RFP includes questions to help the County evaluate your approach to targeted communications with Members as they engage with the incentive program. The ability to implement targeted communications which account for each Member's current status and corresponding next steps is a requirement.

The ability to recognize Members belonging to the Special Populations (such as pre-Medicare retirees, seasonal employees or new employees) and to provide communications tailored to these situations is also a requirement.

Communications strategy support which helps the County to promote engagement and health improvement are also important to the County.

1. Describe your organization's experience providing customized communications tailored to meet the needs of specific clients and their wellness programs. Include examples where you have modified your standard communication and marketing materials to convey a custom element of a client's wellness program.
2. Outline your typical communications support process with your clients. Include specifics about the role your clients typically play in creating or reviewing communications. Include specifics on turn-around times and any

limitations or guidelines for deploying communications.

3. Describe how your communications materials are written, designed and deployed to reach diverse audiences including different methods of delivery for fields vs. office workers, differing levels of English proficiency, differing levels of computer proficiency, and differing socioeconomic and cultural backgrounds.
4. Describe any newsletters or newsletter content that your organization provides to clients or Members. If content for newsletters is developed by outside partners, please describe the nature of those partnerships. Include any information about advertisements or advertising relationships which impact the content of newsletters in your response.
5. How do you measure results associated with your specific communications methods and strategies?
6. Describe your abilities to target messages to users based on their participation in the program. Include details around your ability to identify and target messages to users at key milestones in the program, such as before and after completion of the Health Assessment and Individual Action Plans. Identify any experience coordinating targeted communications with outside vendors.
7. Describe your abilities to target messages based on group status. Specifically address how targeted communications account for special populations such as groups not eligible for the incentives and new hires. Include details about how your targeted communications capabilities allow for variations in the communication of different incentives and business rules for these groups.
8. Outline your organization's typical utilization of printed materials in the administration of incentive programs. Indicate whether or not you have the ability to implement targeted print communications in your response.
9. Describe your abilities to target messages based on interest in specific health areas and/or participation in specific health improvement plans.
10. Describe your abilities to create custom communication targets based on specific situations or client requirements. Examples would be the ability to identify Members affected by a unique set of criteria (like those affected by a technical error) and to communicate to them regarding steps being taken to correct the error and next steps for them to continue working on their health goals while the issue is corrected. Include specifics about amount of time it takes to develop and deploy a custom communication target.
11. Describe the steps your organization takes to ensure that email communications are successfully delivered to program participants. Include

details about how you work with Internet Service Providers (ISPs) or otherwise execute the delivery of mass emails to ensure that emails sent to program participants are delivered as intended. This question is specifically looking for details on how your organization handles unintended black-listing or other efforts by ISPs to filter spam email communications for their Members.

12. Describe your print fulfillment process. If applicable, identify outside print vendors used and how you engage with those vendors.

13. Provide a sample communication plan for promoting a new wellness incentive program.

2.5 Data Transfers

This section of the RFP outlines the requirements for the transfer of data files between the health portal vendor and other entities and the frequency of data transfer.

Data Transfers	Frequency/Timing
Vendor retrieves eligibility files from the County	Weekly
Individual level data from the health portal vendor to the County of Member participation and completion status in the wellness program. This file will include but not be limited to: <ul style="list-style-type: none"> ▪ Initial portal registration date ▪ Health Assessment format (online, alternative) ▪ Health Assessment completion date ▪ Individual Action Plan(s) selected ▪ Individual Action Plan(s) selection date ▪ Individual Action Plan(s) completion ▪ Individual Action Plan completion date 	Weekly
Individual participation data from outside vendors or health plans to the health portal vendor of Member completion of individual action plans	Weekly

1. Please confirm your organization can complete the data transfers listed above at the suggested frequencies. Indicate if this schedule is standard or not typical, based on your experience.

2. Describe your standard eligibility validation processes with clients.

3. Identify the process you use to collect data from clients or outside vendors related to complete IAPs from outside vendors. If you do not have a standard

process outline the approach you will take to meet this requirement.

4. Describe your capabilities related to the correction of eligibility errors or accommodation of changes in eligibility. Specifically address your ability to make or accept changes to individual records as a result of erroneous eligibility reporting or modifications to the eligibility of individuals. An example scenario would be mid-year changes to the eligibility of an individual Member.
5. Describe your capability/experience integrating with Workday, such that the County will be notified when a Member reaches eligibility for an incentive.

2.6 Reports

1. Provide examples of your standard client reports and indicate the typical frequency of delivery for the following:
 1. Health Assessment reports
 2. Program participation reports
 3. Complaints/appeals reports
 4. Other reports provided as part of your standard package
2. As stated earlier, the County has several different sub- groups including, for example, departments/agencies, and bargaining units. The County will want health risk and participation reports provided according to different sub-groups, as well as by member type such as employee only, dependents only (in future years), County-wide and by health plan, as well as by demographic characteristics (age bands, gender). Describe your approach to meeting the reporting needs of complex accounts. Describe the extent to which your standard reporting package can meet these needs and options available to clients if the standard package does not fully meet the needs.
3. Do you offer your clients access to your system to produce their own reports on demand? If yes, please describe and provide examples of the interface and the reports.
4. Describe your system's capability to provide Health Assessment reports to County agencies. Also describe more broadly the level of reporting that's possible on an agency basis. Can the system provide reporting on the results of challenges by an agency or Members usage of tools or programs on the portal?
5. Ad hoc reporting: Describe your capabilities to provide ad hoc reporting and indicate the costs for providing ad hoc reporting in your bid.

2.7 Customer Service, Exceptions and Appeals

a. Customer Service

The County expects the successful Bidder to offer comprehensive customer service in support of the program. Customer services representatives are expected to be trained on the details of the County's wellness incentive program and its rules.

1. Provide a detailed description of your customer service model. Specifically address the relationship your customer service representatives have with the rest of your organization's team that provides the full scope of services including health coaches and account managers.
2. Indicate the hours of operation and physical locations of the customer service center(s) you would propose to service the County account (list hours in Pacific Time). If you have a toll-free telephone helpline, please indicate this.
3. Indicate whether or not you are able to offer flexible customer service hours during busy periods
4. Indicate the available methods for contacting your customer service representatives. Specifically indicate whether Members may contact customer service representatives via telephone, email, online-chat, paper correspondence, or any other method.
5. Describe the training process for customer service representatives. Specifically address the development of operations manuals or the use of customer service systems to ensure that representatives are able to answer questions about specific customized wellness programs.
6. Detail the capabilities of your customer service system. Include specific information about how Members are identified as County participants and which agency they belong to and what information is available within the system for customer service representatives as they engage with County participants.
7. Outline your organization's process for issue resolution and escalation of Member complaints. What are your procedures for communicating with other vendors providing services or programs that are offered as part of the wellness incentive program? What are your procedures for escalating complaints to the client?

8. Do you administer a Member satisfaction survey? If yes, describe your process, testing and results. Provide an example of your Member satisfaction survey.
9. Detail your capabilities for tracking and reporting customer service activities. Specifically indicate whether or not you can track and report the date, time and duration of customer service inquiries. Also, outline your capabilities for tracking the nature of customer service inquiries and the responses provided to Members. Any other capabilities you possess for tracking and reporting customer service activity should be detailed.
10. Describe the training process which ensures that customer service representatives are familiar with all of the online tools, coaching and incentive programs that you offer. Specifically indicate whether or not you have experience supporting clients who offer wellness programs through outside vendor partners.
11. What role do clients play in the training of customer service agents who are learning the incentive programs and culture of your clients?
12. Provide sample materials used to train customer service representatives about the details of your client's incentive program. Use of screenshots and descriptions of online systems used by customer service representatives are acceptable.

b. Appeals

Responding to Member appeals is part of the scope of work for this contract. It is expected that most appeals will be related to the Member disputing the determination that he/she did not complete the required wellness activities to earn the incentive.

- a. Describe your standard processes and business rules for handling Member appeals on behalf of clients. Includes timeframes, how Member communications are handled, how complaints or appeals may be escalated to the client, and reporting processes.

2.8 Health Assessment

Taking the Health Assessment is the first step Members need to complete to earn an incentive in the County's wellness program.

This section of the RFP includes questions that address the way your Health Assessment has been developed and how it is managed. This section and the demonstration site shall also be used to determine the usability of the assessment and reporting capabilities. Our goal is to understand the guiding principles for the design of your Health Assessment and to gain insights about

the methodology used to evaluate and report responses to Members and report aggregate health risk information to the County.

a. Health Risk

1. Identify all health risks measured by your Health Assessment.
2. Detail any absenteeism and productivity measures included in your Health Assessment.
3. Confirm that the de-identified, aggregate Health Assessment Data generated in your portal will become property of Kitsap County.
4. Detail the options and customizations available with your Health Assessment. Provide a listing of all optional questions that may be added to your Health Assessment. Indicate which questions are available for inclusion in all formats of your Health Assessment.

b. Assessment Results Reports

1. Briefly summarize your approach to the delivery of Health Assessment results to Members.
2. Describe your experience utilizing identified health risks to recommend wellness programs which specifically target the identified risks. Include details about your experience recommending wellness programs offered by your organization and recommending wellness programs offered by outside vendor partners.
3. Does your Health Assessment results report include a printing optimization function (commonly referred to as a printer friendly option)?
4. Does your Health Assessment results report have an automated email function (i.e. "email results report to yourself" or "email results report to your doctor")?

c. Formats

1. Identify all of the available formats of your Health Assessment.
2. Confirm that all formats of your Health Assessments include the same instructions, question ordering and questions, including any custom questions.
3. Providing an alternative to the online Health Assessment is a requirement of this RFP. Confirm your ability to offer paper Health Assessments and detail your experience offering assessments in

alternative formats. Include specifics about your approach to distribution, collection and tracking of alternative format, as well as details on the reporting of Health Assessment results to Members completing paper assessments.

4. Do Members who complete an alternative to the online assessment have access to their results online? How is access to the online results provided securely?
5. Confirm your ability to allow Members to access their prior year results when completing their Health Assessment online in subsequent years.
6. Detail all of the completion data that you can track related to your Health Assessment. Discuss your abilities to track multiple completions of the Health Assessment by Members within one year and multiple years. Address both administration of rewards and measurement and reporting of health risks in your response.
7. Indicate the total number and percentage of your total book-of- business Membership who completes your Health Assessment broken down by available format.
8. Indicate the approximate number of minutes that it takes to complete your Health Assessment online.
9. Identify and briefly describe any supplemental or complementary assessments or questionnaires (such as stress, sleep, men's/women's health, productivity, etc.) that you offer to your clients. Describe any integration of these additional assessments with your core Health Assessment.

d. Development and Management

1. Describe the team involved in the development of the assessment.
2. Indicate whether the Health Assessment or any part of the administration of the Health Assessment you offer is maintained by a third-party vendor. If so, provide details on the nature of your relationship with any third-party vendors as they relate to your Health Assessment.
3. Describe how your Health Assessment is scientifically sound and current. What is your process for keeping the Health Assessment current? How do you test the validity of your Health Assessment?

4. Has your Health Assessment been recognized or certified by any outside agencies such as the National Committee for Quality Assurance (NCQA)? If so, detail any recognition or awards.
5. Describe the process of modifying your Health Assessment. Include details about how new questions are developed, how modifications to risk measurement are implemented and what steps you take to ensure consistency when making changes to the assessment.
6. Do you have plans to modify your Health Assessment within the next three years? If so, outline the modifications you have planned and the anticipated impact of the planned modifications.
7. Does your Health Assessment include screening questions for chronic diseases? If so, for which chronic diseases does your Health Assessment screen?
8. Describe the treatment of behavioral health risks in your Health Assessment. Specifically include details related to the behavioral health assessed and any special consideration given to the communication of behavioral health risks to Members.
9. Does your Health Assessment include questions which measure a Member's readiness to change?
10. If you are measuring a Member's likelihood to change, how are the responses to these questions used to present results and recommendations?
11. Does your Health Assessment include questions from the Work Limitation Questionnaire from Tufts-New England Medical Center? If yes, please describe the validated measurement tool used to measure health related productivity.
12. Does your Health Assessment include biometric screening questions such as blood pressure or cholesterol levels? If so, are biometric fields required for completion of the Health Assessment? If not, indicate how unanswered biometric screening questions impact the assessment results.
13. Explain how Health Assessment errors are addressed.
14. Explain how unanswered questions on the Health Assessment are handled.
15. Is there a minimum amount of information needed to complete the Health Assessment and produce a results report for the Member? If so, detail the minimum amount of information needed and the impact

of unanswered questions on the results.

16. Is your Health Assessment available in any language other than English? If yes, indicate the languages available and how these Health Assessments have been tested. Provide specific information about the availability of non-English Health Assessments and results. Also, indicate whether or not the non-English versions are available in all requested formats.
17. Indicate the reading level of your Health Assessment.

e. Aggregate Reporting

1. Describe your organization's ability to use comparative book-of- business information from submitted Health Assessments or other benchmarks in aggregate reporting for your clients.
2. Detail any other services or tools that you provide to clients related to the assessment or analysis of population health risks that are not addressed in the questions above. Be brief in your response and focus on the impact of these services or tools to the County.
3. Does your organization (or any partner, parent, subsidiary or sibling organization) sell or otherwise make available data derived from responses to your Health Assessment to outside entities. Include any distribution of aggregate or de-identified data in your response. If so, describe the data that is sold or otherwise distributed and the nature of the business relationships with the outside entities. Also, identify whether you have the technical capabilities to exclude the County's Member data from this practice.
4. Outline any relationship your organization has with advertisers. Include any relationships your organization (or any parent or sibling organization) has with advertisers, even if the relationships do not have a direct effect on private populations such as the County.

5. Identify the sources of content available to Members on your private and public websites.

f. Health Assessment Questionnaire

1. Provide a series of screenshots which clearly demonstrate the user experience of completing your online Health Assessment as an attachment to your proposal. Screenshots should display each page the user sees when completing the Health Assessment and should include each page within the Health Assessment report. If the Health Assessment or the results reported includes dynamic content, such as branching logic within the assessment or interactive tools to explore health risks, then the screenshots should identify the areas where responses result in branching or identify the interactive tools and their functionality. Screenshots are requested in addition to test user accounts to assist proposal evaluators who may need to repeatedly return to the assessment questions during their evaluation of your proposal.
2. Provide a listing of twenty-five separate test user accounts along with a link to a demonstration site for your online portal that includes all of the tools within a wellness program including the Health Assessment, IAPs and customizable areas. Demonstration user accounts shall be assigned to individual Members of the proposal evaluation team to test the online Health Assessment. The demonstration site should allow individual Members of the proposal evaluation team to experience the online Health Assessment and receive a results report upon completion. The demonstration site should also allow Members of the proposal evaluation team to retake the Health Assessment in order to experience the comparative data that Members shall be presented upon subsequent takings of the assessment. Indicate on the attachment which features of your Health Assessment are enabled and disabled on the demonstration site, if applicable. Test user accounts should be enabled and accessible to Members of the proposal evaluation team beginning on the day proposals are due and submitted to the County. Test user accounts shall be available throughout the evaluation through **November 25, 2020**.
3. Provide a sample copy of your standard Health Assessment aggregate report package as an attachment to your proposal.

2.9 Individual Action Plan Questionnaire

Online Individual Action Plans

This section of the RFP will request information about the online health improvement programs you are proposing as IAPs for the County. This questionnaire is intended to allow you to outline the design and function of your online programs as well as the incentive programs you have experience administering with these online programs. A key element of the evaluation will be the health risks addressed by your online programs, as well as, the evidence basis for the proposed programs.

1. Provide a brief overview of the online IAPs and the IAP model that you offer.
2. Identify the health risks that your online IAPs address.
3. How were your online programs developed and who was involved in the development? How have your online IAPs been tested?
4. How is clinical evidence for behavior change incorporated into your online programs and how do you monitor and implement changes to recommendations based on clinical evidence? Describe the evidence base for the online behavioral change components.
5. Describe how "challenges" or "games" are employed to engage Members in behavior change and to promote sustainable change through social networking. Include a description of the level at which a challenge can be generated and tracked (i.e. PEBB, agency, individual)
6. Describe whether Members can synch fitness devices with your portal to track activities and identify which fitness devices are compatible with the portal.
7. Identify the customization that your IAPs allow. Provide details in your response regarding the typical customizations that you administer for clients and the percentage of your book of business which requires customizations in your IAPs.

Outline the process for implementing customizations within your IAPs.

8. Indicate whether any of the IAPs that you offer are developed or maintained by a third-party vendor. If so, provide details on the nature of your relationship with any third-party vendors as they relate to your IAPs, including any applicable performance guarantees.
9. Do you offer any Individual Action Plans that are designed for smartphones or other mobile devices? If so, detail the mobile applications that you have available and identify the mobile operating systems for which they have been developed.
10. If applicable, outline your organization's history of designing and deploying mobile applications. Identify the total Membership that utilizes your mobile applications and the amount of time that the applications have been available.
11. If applicable, detail your capabilities to track and reward Members for using your mobile applications. Identify the integration of the mobile applications with your online programs and note any limitations in the tracking capabilities relative to the online programs if they exist.
12. Describe any social elements of your online IAPs. Describe how Members socially engage other Members participating in your online programs or mobile applications. Specify whether or not social functionality is group specific (*i.e.*, Members of the County's population, or a particular agency/employer for example) or if they apply to all users of your online programs.
13. Describe integration of your IAPs with services the member may be receiving through their health plan or health care provider. For example, does the IAP and/or health coach provide any written tools or other online access to support members who wish to share these activities with their physician and care team?
14. Describe the help tools or tutorials available to Members as they utilize your online IAPs. Specify the content included and where the help tools or tutorials are presented.
15. Identify any customization that is available with your help tools or tutorials. Specifically indicate whether or not the County would be able to customize the information contained in the help tools or tutorials as it relates to the custom incentive program.
16. Detail the usability testing your organization does for your online programs. Describe when the usability testing is done, what its goals are and who completes the testing. Specifically indicate whether the usability testing is done by an outside organization in your response.

2.10 Coaching

The questions below will help the County consider including health coaching as part of the contract.

1. Describe in detail your coaching model. Include your rate of engagement and how you measure engagement. Include your outreach protocols and all the vehicles for coaching delivery (on-site, telephonic, electronic, etc.). Include how you overcome barriers to change.
2. How many wellness coaches do you have? Where are they located? Provide their services hours in Pacific Time.
3. What is the total Membership serviced by your wellness coaches? What panel size per coach or coach per 100 Members do you maintain?
4. Identify the available methods for contacting your wellness coaches. Specifically indicate whether Members may contact coaches via telephone, email, online-chat, paper correspondence, or any other method.
5. Describe the typical engagement of your health coaches with Members. Include specifics regarding how Members learn about coaching programs, how the initial engagement is initiated, and the follow-up process.
6. Describe the process used to assign Members to wellness coaches. Do Members have the option to request the same health coach across their engagement? Indicate whether or not specific health risks or health improvement goals are used to assign Members to coaches.
7. Detail the education and training requirements for your health coaches. Include basic qualifications, on the job training, and continuing education requirements in your response. Your response should include training and years of experience in wellness coaching that your coaching staff currently have including telephonic wellness coaching and working with wellness Members with health conditions. Does this training also include transition to care providers including RNs, Mid-level providers, and physicians for appropriate care needs?
8. Indicate the average tenure of the wellness coaches in your organization. Are there specific measures and performance goals your coaches use to encourage change in wellness goals? How many Members achieve wellness goals based on your past performance by coach, and by coach category if applicable?
9. Detail your quality assurance processes for wellness coaches. Identify any key performance metrics for your wellness coaches and how they are measured.
10. What is the average number of coaching sessions that Members engage in each year? What is the average and median number of wellness calls by

health risk?

11. How are wellness coaches trained on addressing behavioral health issues?
12. Outline the approach that wellness coaches take when working with Members to reach their individual health goals.
13. Indicate whether your wellness coaches have access to each individual Member's Health Assessment results and IAPs when coaching Members. If so, outline the approach taken to review the results of the Member's Health Assessment.
14. Describe the level of knowledge that your wellness coaches have using your online programs tools to help guide Members in improving their health. Include whether and how information about other programs and services that are not provided by your organization but are available through the County or in the Kitsap Community, is funneled to coaches so that they can discuss the most relevant programs available to a specific Member.
15. How are coaches trained on incentive programs that are customized for your clients? In your response include how coaches use incentive programs in health coaching to encourage wellness change for Members.
16. Outline the information you track related to coaching engagements.

Do you have wellness coaches who are bilingual or multilingual? If so, indicate which languages they speak and how Members who speak languages other than English are identified and routed to bilingual wellness coaches. How many multi-lingual coaches are available per peak call times? What is the protocol for supporting callers needing interpretation?
17. Describe your training and health coach evaluation and performance activities used to assure cultural competence and engagement of diverse Members (i.e. gender, race, ethnicity, cultural issues, age, etc.) How do your health coaches tailor interaction for diverse Members that are culturally appropriate?
18. Bidder is to provide their average call duration.
19. Bidder is to provide their average rings to answer your calls.
20. Bidder is to provide their average time on hold.
21. What performance goals and metrics does your organization use to track call responsiveness?
22. How does your organization assure adequate staffing to support maximizing call time goals?

23. If your organization provides email or online chat functionality as part of your coaching model, please explain specifically how you assess Member engagement and participation.
24. Bidders should provide a description of their overall health coaching program. This description should include how online or telephonic coaching is offered and integrated with IAPs and incentive tracking. Any additional services that are provided but are not included in standard costs should be clearly delineated.
25. How often is video coaching content refreshed?

2.11 Biometric Screening/Data Integration

1. Does your organization provide biometric screening services? (Assuming this would be offered once Washington State and Kitsap County is in COVID-19 Phase 4). If so, describe your screening model and indicate which non-blood measurements and blood testing you provide. Include your process for scheduling and executing the event (which includes managing supplies, staffing, privacy, event flow with stations or not, data processing and reporting to the individual, the County, third party vendor, and physician). Include how you have (or propose) to effectively administer screening to dispersed populations. Include your rate of False Positives/False Negatives and the True Positives/True Negatives. If you use an outside vendor to provide this service, please indicate which organizations you use and the nature of the business relationship.
2. Can you integrate biometric data from other screening vendors or laboratories? How does this enhance the functionality of the portal or the services you provide to users?

2.12 Claims data integration

1. Summarize your organization's experience integrating claims data from medical and pharmacy third party administrators. What percentage of your clients use this option?
2. Describe how the integration of claims data enhances the functionality of the portal, the level of service you provide to Members and to the client.
3. Is the integration of claims data part of the standard package of services your organization provides or are there additional fees associated with it? If yes, detail the costs for this service in your proposal.
4. Describe your experience and capabilities to import claims data from health plans. Provide examples and note whether you have experience integrating with Aetna and/or KPW. How does integrating claims data into the portal enhance the functionality of the portal or the services you provide to users and to clients?

2.13 Special Populations or Circumstances

The County provides benefits to a wide range of employee groups. As such, it is a complex account to administer. Below are special populations or circumstances under which the wellness incentive program may need to be customized.

1. Please confirm if you are able to suppress portions of the portal and associated services that are tied to the wellness program, including communications about the wellness incentive program for Members who are not eligible to earn an incentive.
2. Describe how you can accommodate special populations that may not have access to an incentive or have different business rules for earning an incentive throughout all of the services you provide. How would customer service, health coaches, communications and other customer touch points be adjusted to fit these situations?
3. The County is currently planning to purchase the health portal and wellness incentive program administrator services for employees initially and may extend the portal services and program to include spouses/domestic partners in later years. When spouses/domestic partners are added, the requirement will be that both subscriber and spouse/domestic partner complete the wellness program to earn the incentive. Do you have experience tracking wellness program completion for two people on the same account? Indicate how related IDs are used to track employees and spouses/domestic partners in situations where a combined incentive is earned by two individuals on the same subscriber account. Provide examples. Include in your example the size of the client population and the specific incentives administered for the example client.
4. Describe your best practices for engaging Members in incentive programs throughout the year.

5. Detail your organization's experience administering incentives for members who have consumer directed health plans (CDHP) with health savings accounts.
6. Describe the incentive design of your best performing programs. Include examples of programs with high participation rates and health improvement rates in your response.

2.14 Management Proposal Specifications, Implementation and Contracting Issues

A. Staff Qualifications/Experience – Management Team

1. Describe in detail how you manage a Health & Wellness Portal account. Include how many people are on your support team and their roles, how many and what kind of content experts can be accessed for the account, and what access to customer service the client has.
2. Identify the account manager proposed for the County account team. Provide their contact information, including physical location, relevant experience, how many accounts they manage and how long the account manager has been with your organization.
3. Provide an organization chart
4. Describe any recent or anticipated mergers, acquisitions, organizational leadership changes, or reductions-in-force/layoffs.

B. Staff Qualifications/Experience – Leadership Team

1. Briefly describe the leadership team responsible for the successful delivery of services to the County including the name of the individual with executive oversight responsibility. Include a description of your typical engagement with clients for the purposes of strategic alignment and planning.
2. Describe any active leadership roles your organization or its leaders have taken within the healthcare industry.
3. Describe the creative process related to the development of new and innovative products and services within your organization.
4. Describe any experience your organization has in supporting clients engaged in collective bargaining.

C. Project Approach/Methodology

Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey Bidder's understanding

of the proposed project.

D. Implementation Plan

Provide a detailed implementation plan and summary of your approach to implementation. Include all project requirements and the proposed tasks, services, activities and any associated contingencies necessary to accomplish the scope of the work defined in this RFP. Include any required involvement of HCA staff.

The Bidder may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

E. Implementation Schedule

Include an implementation schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

F. Return on Investment (ROI)

Describe your method of calculating ROI both with and without access to claims data.

G. Performance Guarantees

Please identify any performance guarantees you are willing to offer to meet customer satisfaction, engagement, registration or other metrics.

H. Cost Proposal

Bidders should identify all costs including expenses to be charged for performing the activities necessary to accomplish the objectives of the contract. Bidders should list the assumptions that drive the cost estimates.

SAMPLE

CONTRACT NO. [Contract Number] Professional Services Contract

This Professional Services Contract (“Contract”) is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 (“County”) and [Contractor Name], a [Contractor Type] having its principal offices at [Contractor Addr] (“Contractor”).

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

1.1 The Contract will become effective [Contract Start Date] and terminate [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of [Contract Length]. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES

2.1. Scope of Work. The Contractor shall provide all “Services” identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.

2.2. Contract. “Contract” means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation)[List Additional Attachments, if any]. All such documents are incorporated herein in full by this reference.

2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. “Personnel” means Contractor and Contractor’s employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.

2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County’s reasonable satisfaction and according to the schedule agreed to by the parties.

2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

SECTION 3. COMPENSATION AND PAYMENT

3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$[Contract Amount]. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.

- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5. INDEMNIFICATION

- 5.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors,

or omissions of the Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

- 5.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract 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 Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.
- 5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

SECTION 6. INSURANCE

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than “8”, with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor’s Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor’s services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.
- 6.3. Commercial General Liability (“CGL”). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer’s liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- 6.4. Automobile Liability.
- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
 - Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
 - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- 6.5. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- 6.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 6.7. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 6.8. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 6.9. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 6.10. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) 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. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

Name: [County Rep Name]
 Title: [County Rep Title]
 Address: [County Rep Addr]
 Phone: [County Rep Phone]
 Email: [County Rep Email]

Contractor's Contract Representative

Name: [Contractor Rep Name]
 Title: [Contractor Rep Title]
 Address: [Contractor Rep Addr]
 Phone: [Contractor Rep Phone]
 Email: [Contractor Rep Email]

SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.

- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.
- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. The Contractor acknowledges the Contract and all public records associated with the Contract shall be available to the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("Act"). To the extent that public records in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor shall make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under the Contract, whether electronic or hard copy, to be protected from disclosure under the law, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records in compliance with the Act, this Section or court order.
- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.

- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.
- 11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

SECTION 12. GOVERNING LAW, DISPUTES

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 13. PREVAILING WAGE

[Prevailing Wage]

SECTION 14. GENERAL PROVISIONS

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract 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 Contract did not contain the particular provision held to be invalid. If any provision of the Contract 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.
- 14.6. Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 14.7. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.

- 14.8. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).
- 14.9. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.
- 14.10. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this ____ day of _____, 20__

Dated this ____ day of _____, 20__

CONTRACTOR NAME

KITSAP COUNTY, WASHINGTON

Signature

SIGNATORY NAME
SIGNATORY TITLE

Print Name

Title

Dated this ____ day of _____, 20__

Dated this ____ day of _____, 20__

CONTRACTOR NAME

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Signature

ROBERT GELDER, CHAIR

Print Name

EDWARD E. WOLFE, COMMISSIONER

Title

CHARLOTTE GARRIDO, COMMISSIONER

ATTEST:

Dana Daniels, CLERK OF THE BOARD

ATTACHMENT A
SCOPE OF WORK

Purpose

Objective

Scope

Requirements

Technical Considerations

Schedule/Deliverables

Compliance/Acceptance

Warranties

Support/Maintenance

ATTACHMENT B
COMPENSATION

Payment amount and schedule is set forth below.

ATTACHMENT C
SPECIFIC TERMS AND CONDITIONS