

## **Request for Applications # 2024PREV661RFA**

**ADVERTISED DATE: September 12, 2024**

Title: Ryan White Part A Care Services

Due Date and Time: No later than October 31, 2024, 11:59 PM

Contract Specialist: Sarah Cox

**Submit Questions & Application to:** [cpres-prev@kingcounty.gov](mailto:cpres-prev@kingcounty.gov)

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

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

The selected Applicant will be required to enter into an Agreement with King County, which will be initiated by PHSKC. The department's standard agreement terms and conditions are included in this RFA as an Attachment, as well as any terms and conditions of the funding source. These terms and conditions are subject to change prior to execution of the actual Agreement.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

### **Applicant Information**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

### **Primary Contact Information**

Name, Title, and Email Address: \_\_\_\_\_

### **Secondary Contact Information**

Name, Title, and Email Address: \_\_\_\_\_

**THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.**

## **RFA Summary**

### ***Summary Description***

This Request for Application (RFA) is released by Public Health – Seattle & King County (PHSKC) for Ryan White Part A (RWPA) program funds. PHSKC is seeking applications from agencies interested in using these funds to provide HIV-related care services to low-income people living with HIV in the Seattle Transitional Grant Area (TGA) of King, Snohomish, and Island counties.

The purpose of this RFA is to:

- Improve health outcomes for Ryan White clients as indicated by the achievement of viral load suppression.
- Reduce and/or eliminate Ryan White clients' barriers to access and maintenance in care.
- Increase treatment adherence.
- Reduce disparities in health outcomes in minority communities in the TGA that are disproportionately affected by HIV.
- Re-engage lost to care clients and enrollment into Ryan White programs and services.

### **RFA Goals**

Every year, the Seattle TGA HIV Planning Council prioritizes and allocates resources for how Ryan White Part A service category funds are to be spent in the TGA. The Planning Council determines what resources are available to low-income people living with HIV, where there are gaps in the HIV system of services, and what clients have indicated are services that they need but have not received.

To meet these needs, PHSKC seeks to fund the listed service categories through multiple strategies and contract with a varied group of providers capable of serving diverse communities and geographic areas. The goal is to improve health outcomes for low-income PLWH by ensuring that 90% of clients in funded serviced demonstrate engagement and retention in HIV medical care and 95% of clients achieve viral suppression. For MAI – Early Intervention Services the goal is that 100% of those who test positive are linked to HIV care within 30 days of diagnosis. Funded applicants will be expected to report progress in meeting these benchmarks.

### ***Pre-Application Conference***

Public Health – Seattle & King County (PHSKC) will conduct one pre-Application conference for this RFA. This conference will be an opportunity for interested organizations to hear more about the program and to ask questions about the program and/or the application process.

Date and Time: September 18, 2024, 1:00 – 3:00

### **Location: In-Person and Virtual**

Public Health Seattle & King County  
Chinook Building  
Room 126  
401 5<sup>th</sup> Avenue  
Seattle, WA 98104

Join Zoom Meeting

<https://kingcounty.zoom.us/j/87221771825>

Meeting ID: 872 2177 1825

One tap mobile

+12532158782,,87221771825# US (Tacoma)

+12532050468,,87221771825# US

Meeting ID: 872 2177 1825

Find your local number: <https://kingcounty.zoom.us/j/kd41OtQGpd>

Join by SIP

• [87221771825@zoomcrc.com](mailto:87221771825@zoomcrc.com)

Join by H.323

• 162.255.37.11 (US West)

• 162.255.36.11 (US East)

Meeting ID: 872 2177 1825

Applications must be submitted to and received by the e-mail address listed on page 1. The deadline is **11:59 PM PDT on October 31, 2024. Late applications will be not be considered.**

### ***What to Submit***

Applications shall be emailed in one email and shall contain all required documents as one file or multiple files:

1. Completed and signed RFA Response Cover Sheet
2. One complete Agency Information Packet as outlined in Section 1.6
3. One (1) complete Service Category Packet as outlined in Section 1.6 for each Service Category in which agency is applying. Applicants may apply in multiple Service Categories.

**For more detailed information, please refer to Sections 1.5, 1.6 and 1.7. There is also a comprehensive checklist located in each Service Category Packet.**

### ***How will Applicants be evaluated?***

#### ***Application Evaluation Criteria and Scoring***

Applications will be reviewed and evaluated by both the PHSKC Ryan White Part A Team via Technical Reviews, and an Objective Review Committee (ORC). The process for choosing projects will include evaluation of the narrative and accompanying documents.

Narrative Questions for this RFA are found in the Agency Information Packet and Service Category Packets associated with this RFA and located on the Public Health Seattle & King County funding opportunities website found here - <https://kingcounty.gov/en/dept/dph/about-king-county/about-public-health/working-with-public-health/funding-opportunities>

Below are the criteria that will be used by the review committee during the evaluation/review process. **Please consider these criteria when responding to the RFA requirements.**

	<b>APPLICATION EVALUATION CRITERIA AND SCORING</b>	<b>Points</b>
<b>AGENCY CAPACITY AND EXPERIENCE</b>	<ul style="list-style-type: none"><li>• Table sufficiently outlines the scope of services, capacity, expertise, and credentials necessary to deliver high quality service to people with HIV.</li><li>• Mission and vision align well with the values and goals to improve care for people with HIV.</li><li>• Applicant demonstrates knowledge, skill, and ability to provide services to PWH and/or other marginalized/vulnerable population(s).</li><li>• Applicant response indicates an ability to adapt to changing client needs, unexpected challenges, and/or public health crises.</li><li>• Applicant describes a process for employee recruitment, training, and supervision to improve staff retention.</li></ul>	20

<b>EQUITY, DIVERSITY, AND INCLUSION</b>	<ul style="list-style-type: none"> <li>• Applicant demonstrates the ability to deliver culturally competent care to diverse communities and includes information about equity, diversity, and inclusion trainings, staffing priorities, board composition and recruitment, and program design.</li> <li>• Applicant demonstrates core values around equity and social justice in client services.</li> <li>• Applicant prioritizes equity for both staff and clients of all racial, gender, ethnic, sexual orientations, religious beliefs, and other historically underrepresented groups.</li> <li>• Applicant demonstrates capacity to provide linguistically appropriate services.</li> </ul>	15
<b>CLINICAL QUALITY MANAGEMENT &amp; DATA QUALITY</b>	<ul style="list-style-type: none"> <li>• Applicant describes their quality management infrastructure and current quality improvement activities.</li> <li>• Applicant describes strategies for involving clients in improving program services.</li> <li>• Applicant describes its capacity to collect, document, and report performance and outcome measurements related to clients.</li> <li>• Applicant describes experience analyzing and using data to determine health disparities and developing interventions for improved client care.</li> </ul>	10
<b>FINANCIAL MANAGMENT</b>	<ul style="list-style-type: none"> <li>• Applicant demonstrates capacity to ensure adequate administrative and accounting procedures and controls necessary to safeguard all funds which may be awarded under the terms of this RFA.</li> <li>• Applicant describes its financial management system, including its ability to maintain financial records and sound accounting systems.</li> <li>• Applicant describes any audit findings or concerns from the last 24 months and how they were resolved, if applicable.</li> </ul>	5
<b>UNDERSTANDING CLIENTS</b>	<ul style="list-style-type: none"> <li>• Applicant demonstrates a strong understanding of the priority population(s) demographics and health disparities.</li> <li>• Applicant response demonstrates a strong understanding of both client and systemic barriers to care.</li> </ul>	10
<b>PROGRAM DESIGN/DELIVERABLES</b>	<ul style="list-style-type: none"> <li>• Applicant provides a thorough description of an innovative program that includes an understanding of eligible activities and evidence of client centered care.</li> <li>• Applicant response indicates strong knowledge and expertise needed to provide high quality services that ensure clients get the care they need.</li> <li>• Applicant response demonstrates likelihood of achieving improved client care, engagement in care, and health outcomes.</li> </ul>	25
<b>PARTNERSHIPS AND COLLABORATION</b>	<ul style="list-style-type: none"> <li>• Applicant response demonstrates existing collaborations and/or understanding importance of partnerships and collaborations.</li> <li>• Applicant response demonstrates understanding of foreseeable gaps in care for their client population and necessary partnerships to address client needs.</li> </ul>	15
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

An interview may be conducted with the top two or three Applicants in a Service Category if a selection is not made on the basis of the written Application alone. If interviews are conducted, an additional maximum of 10 points may be earned for each Applicant. The total maximum score of the Applicants selected for interview will then be 110 points.

## Selection Process

This RFA process is competitive. ***An applicant must meet the following threshold requirements for their applications to be forwarded to the Objective Review Committee (ORC), reviewed by the ORC, and be considered for possible funding:***

- The Applicant meets eligibility requirements in Section 1.2.
- **The application is submitted on time. Applications received after the deadline will be returned without review. There are no exceptions.**
- The application is complete and satisfactorily (per the ORC) addresses each of the required elements including all elements outlined in the RFA.
- The application does not exceed page limitations and follows the instructions for margins, spacing, and font size.
- The proposed use of funds meets the service category and funding requirements.

**Incomplete applications will not be forwarded to the Objective Review Committee (ORC). May change based on technical review revisions.**

Both Ryan White Part A program staff and an Objective Review Committee will review all responsive applications. All applications that are complete and deemed Responsive and Responsible (please refer to Section 2.2 for additional details) are reviewed and individually scored by members of the Objective Review Committee (ORC). **Simply meeting the threshold requirements is not sufficient to receive an award.** Evaluation of the applications will have a possible maximum of 100 points. Points will be awarded based on how clearly and completely the applicant responds to the information requested. Applications will be ranked according to score. The Objective Review Committee will base funding recommendations on these rankings, within allocation and service priority guidelines.

However, the Objective Review Committee and/or PHSKC reserve the right to recommend funding to lower scoring applicants to obtain a specialized service or otherwise meet a specified need not effectively addressed by the applications received. The RWPA Program Manager will forward the Objective Review Committee's funding recommendations to the Prevention Division Director. The Division Director will review all recommendations for conformity to rating criteria standards, established priorities, and funding principles.

Following the Division Director's approval, agencies will be notified of their awards. If funds awarded differ from the amount requested in the application or if contingencies are placed on the award, revised scopes of work (including estimated service unit forms) and budgets must be provided by the subrecipient agency within ten (10) business days of receipt of award letter.

PHSKC reserves the right to make awards without further discussion of the proposal submitted. If the application is selected for funding, applicants should be prepared to accept the proposed terms for incorporation into a contract resulting from this RFA.

PHSKC also reserves all rights not expressly stated in the RFA, including making no awards or awarding partial funding and negotiating with any proposer regarding the funding amount and other terms of any contract resulting from this RFA.

### ***If Selected, what are the next steps?***

A representative of the PHSKC program will reach out to the awarded Applicant to begin negotiations on the program elements of the Agreement. The Applicant shall submit within five (5) Days of notification from the County the following:

- Insurance certificate and endorsement meeting the levels of coverage set forth below.
- King County Substitute W-9 (if not on file with the County within the past two (2) years).

General Insurance Requirements for the selected Applicant are contained on PHSKC’s website (<https://kingcounty.gov/depts/health/partnerships/contracts/insurance-requirements.aspx>). Specific coverage limits for this particular Work are:

- Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$1,000,000 aggregate
- Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000
- Professional Liability coverage of at least \$1,000,000
- Automobile Liability statutory coverage

The Agreement awarded via this RFA will include the following Federal funding:

- Federal Award Identification Number: H89HA00022
- Federal Award Date: Unknown. RFA is being issued prior to receiving FY 25 award.
- Total Amount of Federal Award: \$ Unknown. RFA is being issued prior to receiving FY 25 award.
- Name of Federal Awarding Agency: Dept. of Health and Human Services, Health Resources and Services Administration
- CFDA Number and Name: 93.914
- Is the award for Research and Development? No

Since the anticipated award amount is greater than \$30,000, PHSKC must comply with the Federal Funding Accountability and Transparency Act (FFATA). After award, PHSKC is required to report information about the agency to the FFATA Agreement Reporting System (FSRS). The agency will be required to be currently registered in the federal System for Award Management ([SAM.gov](https://sam.gov)) and maintain its registration throughout the term of the Agreement. Registration in SAM is free.

**Schedule**

An Agreement will be negotiated immediately with each successful Applicant that is selected via this RFA. The following timeframe represents the tentative schedule of the entire process, from RFA solicitation to project completion. The dates listed here are subject to change:

DATE	EVENT
September 12, 2024	Request for Applications issued
September 18, 2024	Pre-Application Conference (see above for details)
October 4, 2024	Final Day to ask questions
October 11, 2024	Final Addendum issued (if necessary)
October 31, 2024	Applications due no later than 11:59pm
December 24, 2024	Notice of Selection (tentative)
March 1, 2025	Agreement start date

## SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

### 1.1 - Introduction

This Request for Application (RFA) is released by Public Health – Seattle & King County (PHSKC) for Ryan White Part A (RWPA) program funds. PHSKC is seeking applications from agencies interested in using these funds to provide HIV-related care services to low-income people living with HIV in the Seattle Transitional Grant Area (TGA) of King, Snohomish, and Island counties. PHSKC seeks to fund multiple strategies and contract with a varied group of providers capable of serving diverse communities and geographic areas within the TGA.

The purpose of this RFA is to:

- Improve health outcomes for Ryan White clients as indicated by the achievement of viral load suppression.
- Reduce and/or eliminate Ryan White clients' barriers to access and engagement in care.
- Increase treatment adherence.
- Reduce disparities in health outcomes for minority communities in the TGA that are disproportionately affected by HIV.
- Re-engage clients that are not in care and return them to care services.

There is approximately \$5,605,412 available for a 12-month period. Of this amount, \$5,195,560 is for Part A funded services and \$409,852 is Minority AIDS Initiative (MAI) funding. MAI funds must be used to provide services to disproportionately affected minority populations (see table in section 1.3 for more details).

Services funded by this RFA must fall into one of the categories listed on the table in section 1.3. These categories are defined by the Health Resources and Services Administration (HRSA) and prioritized for funding by the Seattle TGA HIV Planning Council, a body made up of Ryan White clients and service providers. More information on these service categories can be found in each Service Category Packet.

Successful applicants selected through this competitive process will receive contracts with PHSKC for the contract period of March 1, 2025, through February 29, 2026. **Future funding is contingent on applicant's performance in achieving deliverables and meeting objectives, funding made available from HRSA to PHSKC, and the Planning Council allocations.**

This RFA does not obligate PHSKC to complete the RFA process or to enter into any agreement. Agencies and/or individuals responding to the RFA assume all risk and costs associated with the submission of their applications.

### 1.2 - Agency Eligibility Requirements

**An agency must meet all of the following qualifications to be eligible to compete for the funds through this RFA:**

- Agencies must be public or nonprofit and public corporations, commissions, or authorities.
- Agencies must comply with the Americans with Disability Act (ADA) and service locations must be accessible by public transportation.
- Both the applying agency and any partner agency(ies) must meet the eligibility criteria. **For-profit agencies are not eligible for funding through this RFA.** HRSA regulations prohibit not-for-profit agencies from serving as

conduits that pass awards to for-profit corporations. Subcontracting with governmental agencies is not allowed.

- Agencies must ensure the confidentiality of all client records including any records of HIV/AIDS status. Pursuant to federal Health Insurance Portability and Accountability Act (HIPAA) requirements, agencies must agree to maintain the data on individuals received or to which the agency has access according to the statutory provisions applicable to the data.
- All agencies must comply with the federal Uniform Guidance, as applicable. All sub-recipients expending \$750,000 or more of federal assistance in a fiscal year shall obtain a financial and compliance audit made in accordance with the Single Audit Act. Failure to comply with these requirements could result in forfeiture of federal funds.
- Applicants must be willing to meet all other standard contract requirements outlined in the King County Terms and Conditions (see Attachment 2).
- Applicants must demonstrate the ability to provide services specifically for HIV-positive persons. The only exception to this is in the Early Intervention Services category where the goal is to find those who do not know their HIV status and provide testing, as well as provide referrals and linkages to HIV care services for those who test positive. Successful applicants will be required to ensure that staff members have knowledge of HIV, training, and cultural sensitivity appropriate to the populations that they serve. **Successful applicants must have the capacity to provide services in the languages spoken by the populations served.**

### 1.3 - Client Eligibility Requirements

Based on federal and local decisions, individuals are eligible for all Ryan White Part A services (except Early Intervention Services – see below) if the client is a resident of King, Snohomish, or Island counties, are living with HIV, and are below 500% of the Federal Poverty Level. Eligibility must be processed through the client-level database, Provide Enterprise, with supporting documentation and renewed annually, except for interventions that are intended to be short-term such as Emergency Financial Assistance. **Note:** Eligibility for MAI – NMCM includes the requirement that the client be member of a racial/ethnic community that is disproportionately affected by HIV.

Eligibility for Early Intervention Services is limited to residence unless there is an HIV-positive test result.

### 1.4 - Funds Available

#### Funded Service Categories

RWPA funds can only be used to fund services that fall into certain categories. These categories are defined by HRSA, then ranked in order of prioritization for local funding by the Seattle TGA HIV Planning Council. See table below for service category information.

**NOTE:** Amounts available listed in this RFA are provisional based on receipt of our award from the U.S. Department of Health & Human Services – Health Resources Services Administration (HRSA). If total funding is less than expected, this may impact final contract amounts for those agencies who are awarded funds through this RFA. Agencies will be informed of any funding changes at the earliest opportunity.



Part A Funded Service Categories	Amount Available
<b>Emergency Financial Assistance</b>	<b>\$200,000</b>
<b>Food and Meals - (\$1,075,000 Total)</b>	
Amount available by sub-priority:	
<b>Grocery Bags, Prepared Meals, and Nutritional Consults/Skills Building</b>	<b>\$1,000,000</b>
<b>Food Vouchers</b>	<b>\$75,000</b>
<b>Housing</b>	<b>\$1,100,000</b>
<b>Medical Nutrition Services</b>	<b>\$50,000</b>
<b>Medical Transportation</b>	<b>\$40,000</b>
<b>Mental Health</b>	<b>\$125,000</b>
<b>Non-Medical Case Management (\$1,475,000 Total)</b>	
Amount available by sub-priority:	
<b>Engagement &amp; Retention in Care</b>	<b>\$332,000</b>
<b>Chemical Dependency</b>	<b>\$55,000</b>
<b>Dental</b>	<b>\$213,000</b>
<b>Housing</b>	<b>\$875,000</b>
<b>Oral Health - Administering Agency</b>	<b>\$105,560</b>
<i>Note, these funds are used for the administration of \$950,036 to be paid by Public Health to Oral Health service providers.</i>	
<b>Outpatient Ambulatory Health Services</b> <i>Treatment Adherence Services only</i>	<b>\$500,000</b>
<b>Outreach</b>	<b>\$225,000</b>
<b>Psychosocial Support Services</b>	<b>\$200,000</b>
<b>Substance Abuse Treatment (Outpatient)</b>	<b>\$100,000</b>
Minority AIDS Initiative (MAI) Funded Service Categories	Amount Available
<b>Early Intervention Services</b> Program must include: 1. Outreach and Health Education/Risk Reduction 2. HIV Testing 3. Referral for HIV+ 4. Linkage to care for HIV+	<b>\$140,000</b>
<b>Non-Medical Case Management - (\$269,852 Total)</b>	
Includes services to engage and retain clients in care Amount available by sub-priority:	
<b>NMCM – Black</b>	<b>\$188,896</b>
<b>NMCM – Latinx</b>	<b>\$80,956</b>

## 1.5 – Additional Requirements

The following are required of all agencies who contract with PHSKC as a result of a successful award of funds connected to this RFA:

### A. Partnership and Collaboration with other agencies

A strong continuum of HIV services and funding partnerships has existed for many years in our service area. Funded agencies are expected to provide services that complement and expand existing resources through collaboration and partnerships that enhance service quality, minimize duplication, and bring other resources into the system.

### B. Diversity and Culturally Appropriate Services

The agencies that receive funding are expected to honor and respect the diversity of experiences, backgrounds, beliefs, language, interpersonal styles, and behaviors of individuals and families. In the service area, members of certain racial and ethnic groups are disproportionately affected by HIV/AIDS including men who have sex with men (MSM) and people from communities of color. In addition, disparities in access to health care and social services exist among populations affected by HIV/AIDS because of cultural, linguistic, economic and geographic barriers.

PHSKC expects agencies responding to this RFA to provide services in a culturally appropriate manner to increase access to health care and supportive services.

## Clinical Quality Management

HRSA mandates that all programs receiving Ryan White funding establish a Clinical Quality Management (CQM) program to ensure services provided meet established standards, improve care, client satisfaction, and health outcomes. Additionally, the CQM program must use data to measure performance and develop quality improvement initiatives.

In response to this mandate, PHSKC requires that all funded programs develop an annual QM Plan. The QM Plan must include at least one annual quality improvement goal, and two quality measures determined by PHSKC. The plan must also describe how the agency will involve clients in their QM programs and outline how the agency will measure and address issues of client satisfaction.

Funded programs must agree to participate in an annual programmatic and QM site visit to assess their performance on the General and Categorical Standards of Care as well as verify progress on implementing their annual QM Plan and achieving their annual Quality Improvement (QI) goal.

Programs are expected to participate in TGA-wide quality management activities, including but not limited to defining, measuring, and reporting on quality measures and engaging in projects to improve on TGA-wide improvement goals.

### Data Requirements

All agencies will be required to collect and report client-level data on services provided throughout the year.

Provide Enterprise is a state-wide, centralized data system to be used by funded applicants. Provide is used to collect demographic and service utilization information about clients. Agencies will be required to routinely enter participant data so PHSKC may generate monthly service reports.

### C. Invoices for reimbursement

Specific reimbursement formats and requirements will be detailed in contract agreements. Please note:

1. Invoices must be submitted monthly on the Invoice Form as provided in the contract within fifteen (15) working days after the end of each month.
2. With all monthly invoices, agency must provide source documentation that supports expenditures of Ryan White Part A program funds. The purpose of the review of source documentation is threefold: (1) to match the expenditures appearing on the invoice with the source documents; (2) to ensure that expenditures meet contractual and programmatic requirements; and (3) to determine if the expenditures were properly authorized and properly allocated to the Ryan White grant. Based on the results of the review, PHSKC may request additional documentation. The review may also trigger more extensive monitoring by PHSKC. **Note: Every Ryan White-funded service unit delivered must be able to be tied directly back to a RW-eligible client who received the service.**
3. At a minimum, funded agencies will be required to submit the following with each invoice: (1) signed and approved timesheets indicating full time and effort documentation for staff who work on the Ryan White program; (2) a payroll register; (3) a printout from their agency's General Ledger (GL) documenting each cost that appears on the monthly invoice. The GL printout must demonstrate that the costs billed to Ryan White Part A are posted in a unique cost center and must indicate only costs attributable and billable to the Ryan White Part A grant; and (4) receipts or invoices for all direct expenses incurred. In addition, PHSKC staff will extract client data from the centralized data system to support expenditures included on invoices. Failure to have current data entered into the centralized data system could result in delay of payment and/or requests for additional documentation.
4. Ryan White is considered Payer of Last Resort. Agencies that are awarded agreements through this RFA will be required to document in client files how each client was screened for and enrolled in eligible third-party programs to pay for those services that are billable. Any service or unit of service provided to a client who is eligible for another payer source is not an allowable cost under this contract.

### D. Contracts

If the Application outlines services to be provided by different agencies or other organizations, the contract will be solely with the Applicant, who will be required to assume responsibility for all obligations under the contract. Any proposed subcontractors will be subject to the County's approval.

Agencies will be required to consult with PHSKC's Ryan White Part A Program contract management staff on the development and content of all products related to the delivery of the services they are funded to provide. This includes all brochures, educational, and outreach materials. If there are any new developments in the program or budget, agency must request approval from their Ryan White Contract Monitor before their occurrence during the grant period. The funder will conduct at least one programmatic, quality management, and fiscal site visit during the contract period.

Agencies must adhere to the General Standards of Care and Service Category-specific Standards of Care as outlined in the Service Category Packets. Additionally, Agencies will be required to adhere to HRSA's National Monitoring Standards as required by this fund source.

[Ryan White HIV/AIDS Program \(RWHAP\) - Universal Monitoring Standards \(UMS\) - Fiscal and Program Standards for RWHAP Part A and Part B Recipients \(hrsa.gov\)](#)

## 1.6 -How to Apply

Applications must be submitted to, and received by, the e-mail address listed on page 1. The deadline is **11:59 PM PDT on October 31, 2024**. **Late applications will not be considered.**

### **COMPLETE ONE (1) APPLICATION PER AGENCY.**

A completed application packet must include **ALL** of the following items:

1. One completed and signed RFA cover page.
2. Applicants must complete **ONE** Agency Information Packet. The Agency Information Packet contains the following sections:
  - Agency Capacity and Experience
  - Equity, Diversity, and Inclusion
  - Clinical Quality Management and Data Quality
  - Financial Management
  - A copy of your agency's most recent financial statement or audit
    1. If agency is not required to complete an audit or financial statement, provide a copy of your most recent 990 Form.
  - Full Agency Organizational Chart
  - New applicants must include a copy of the agency's certificate of nonprofit status

**AND**

3. **At least ONE** Service Category Packet (see funded service category section above). Applicants may apply for funding in multiple Service Categories. Each Service Category Packet contains:
  - Program Narrative Response
  - Service Units Table (Form 1)
  - Program Budget Forms (Forms 2a and 2b)
  - Budget Narrative(s)
  - Instructions for forms completion
  - Application checklist
  - HRSA Categorical Definitions, Planning Council Directives, and Service Units
  - Standards of Care

The Agency Information Packet is worth 50 points and each Service Category Packet is worth 50 points. Points scored in the Agency Information Packet will be added to each Service Category Packet for a possible combined total of 100 points per service category.

**IMPORTANT NOTE:** Applicants must download an Agency Packet and each Service Category Packet for which the agency is apply from the King County Procurement website found here - <https://kingcounty.gov/en/dept/dph/about-king-county/about-public-health/working-with-public-health/funding-opportunities>

## **Format Instructions**

**Applications that do not follow the required format may be deemed unresponsive and may not be rated:**

1. Applications will be rated only on the information requested and outlined in this RFA. Do not include a cover letter, brochures, or letters of support.
2. The application should be submitted in letter-sized (8 ½ x 11-inch) format. Please use one-inch margins, single spacing, and use either Arial, Calibri, or Times New Roman, in a minimum of 12-point font.
3. The Agency Information Packet narrative may not exceed a total of 5 pages. This does not include:
  - A copy of your agency's most recent financial statement or audit; If agency is not required to complete an audit or financial statement, provide a copy of your most recent 990 Form.
  - New applicants must include a copy of the agency's certificate of nonprofit status.
4. Each Service Category Packet narrative may not exceed a total of 5 pages. This does not include:
  - Service Units Table (Form1)
  - Program Budget Forms (Forms 2a and 2b)
  - Budget Narrative(s)
5. For the narrative sections of the RFA, agencies do not need to rewrite the questions. However, application responses should reference the Section letter and number related to each question.

## SECTION 2 INSTRUCTION TO APPLICANTS

### 2.1 Application Submission

Applications shall contain all required attachments and information and be submitted no later than the due date and time to the place stated on the front of this RFA or as amended. The Applications shall show the title, the due date specified, and the name and address of the Applicant. Applicants are cautioned that failure to comply may result in non-acceptance of the Application. The Applicant accepts all risks of late delivery of mailed Applications or of mis-delivery regardless of fault. Applications properly and timely submitted will be opened.

Applications will only be accepted from Applicants able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Application for the team, with accompanying proof of the joint venture agreement. Likewise, when an agency is covered by a fiscal sponsor, the fiscal sponsor shall submit the Application on behalf of its sponsored agency and will be considered the Applicant. The fiscal sponsor will note in its submitted materials the name of the agency which will complete the Work.

When hard copies of materials are requested, Applicants are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation and shall use both sides of paper sheets where practicable.

### 2.2 Electronic Commerce and Correspondence

PHSKC is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most solicitations including Requests for Application, Requests for Proposals, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the PHSKC RFP Web Site, located at <http://www.kingcounty.gov/health/rfp>. Interested parties may subscribe to email alerts regarding PHSKC funding opportunities by accessing this link: [https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic\\_id=WAPHSKC\\_97](https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic_id=WAPHSKC_97)

After submittals have been opened, PHSKC will make available a listing of the businesses submitting Applications, and later, any final award determination.

### 2.3 Late Applications

Applications and modifications of Applications received at the location designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### 2.4 Cancellation of RFA or Postponement of Application Opening

The County reserves the right to cancel this RFA at any time. The County may change the date and time for submitting Applications prior to the date and time established for submittal.

### 2.5 Application Signature

Each Application shall include a completed Application cover page (page 1) signed by an authorized representative of the Applicant.

### 2.6 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFA, the County will issue a written Addendum to the RFA.

### 2.7 Questions and Interpretation of the RFA

No oral interpretations of the RFA will be made to any Applicant. All questions and any explanations must be requested in writing and directed to the Contract Specialist identified on page 1 no later than **the date specified in the Schedule above**. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Applicants by addendum. **Communications concerning this Application, with other than the listed Contract Specialist may cause the Applicant to be disqualified.**

## **2.8 Pre-Application Conference**

If a Pre-Application conference is conducted, it will be held at the time, date and location indicated in the RFA Summary. All prospective Applicants are strongly encouraged to attend. The intent of the Pre-Application conference is to assist the Applicants to more fully understand the requirements of this RFA. Applicants are encouraged to submit questions in advance to enable the County to prepare responses. These questions should be emailed to the Contract Specialist indicated on the cover page. Applicants will also have an opportunity to ask questions during the conference.

## **2.9 Examination of Application and Agreement Documents**

The submission of an Application shall constitute an acknowledgement upon which the County may rely that the Applicant has thoroughly examined and is familiar with all requirements and documents pursuant with the RFA, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of an Applicant to comply with the above requirement shall in no way relieve the Applicant from any obligations with respect to its Application or to any Agreement awarded pursuant to this RFA. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFA.

## **2.10 Cost of Applications and Samples**

The County is not liable for any costs incurred by Applicant in the preparation and evaluation of Applications submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Applicant's request and expense unless otherwise specified.

## **2.11 Modifications of Application or Withdrawal of Application Prior to Application Due Date**

At any time before the time and date set for submittal of Applications, an Applicant may submit a modification of an Application previously submitted to the County. All Application modifications shall be made in writing, executed and submitted in the same form and manner as the original Application.

Applications may be withdrawn by written notice received prior to the exact hour and date specified for receipt of Applications.

## **2.12 Application Withdrawal after Public Opening**

Except for claims of error granted by the County, no Applicant may withdraw an Application after the date and time established for submitting Applications, or before the award and execution of an Agreement pursuant to this RFA, unless the award is delayed for a period exceeding the period for Application effectiveness.

## **2.13 Error and Administrative Corrections**

The County shall not be responsible for any errors in Applications. Applicants shall only be allowed to alter Applications after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

## **2.14 Application Submission Instructions**

All materials should be received by the date and time indicated on page 1 of this RFA. Materials should be submitted by email only in one package to the email address specified on page 1. Late submissions will not be accepted.

## **2.15 Compliance with RFA Terms, Attachments and Addenda**

- A. The County intends to award an Agreement based on the terms, conditions, attachments and addenda contained in this RFA. Applicants shall submit Applications, which respond to the requirements of the RFA.
- B. The County reserves the right to reject any Application for any reason including, but not limited to, the following –
- Any Application, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
  - Any Application that has any qualification, limitation, or provision attached to the Application;
  - Any Application from Applicants who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
  - Any Application submitted by an Applicant which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
  - Any Application from Applicants who are not approved as being compliant with the requirements for equal employment opportunity; and
  - Any Application for which an Applicant fails or neglects to complete and submit any qualifications information within the time specified by the County.
- C. In consideration for the County's review and evaluation of its Application, the Applicant waives and releases any claims against the County arising from any rejection of any or all Applications, including any claim for costs incurred by Applicants in the preparation and presentation of Applications submitted in response to this RFA.
- D. Applications shall address all requirements identified in this RFA. In addition, the County may consider Application alternatives submitted by Applicants that provide cost savings or enhancements beyond the RFA requirements. Application alternatives may be considered if deemed to be in the County's best interests. Application alternatives shall be clearly identified.

## **2.16 Acceptance of Agreement, Attachments and Addenda**

Applicant(s) shall review the Agreement, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the Application.

If there are exceptions taken to the proposed terms and conditions and any of its attachments, the Applicant's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and the terms attachment as an attachment to the Application, identifying the exceptions and proposed changes. All proposed changes shall be tracked in the Agreement using the tracking changes feature in Microsoft Word®. Identifying any exceptions does not affect your score, and does not guarantee that those exceptions will be accepted by the County if your agency is selected.

The project schedule is such that it requires a very efficient Application review and negotiation period. It is very important that any possible roadblocks or issues the Applicant may have with the terms and conditions are identified during the Application process and resolved prior to proceeding with the Agreement negotiations.

## **2.17 Collusion**

If the County determines that collusion has occurred among Applicants, none of the Applications from the participants in such collusion shall be considered. The County's determination shall be final.



## **2.18 Application Price and Effective Date**

- A. The Application price shall include everything necessary for the prosecution and completion of Work under the Agreement including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFA. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Application price. The County shall pay any Washington State sales/use taxes applicable to the Agreement price or tender an appropriate amount to the agency for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Application price.
- B. In the event of a discrepancy between the unit price and the extended amount for an Application item, the County reserves the right to clarify the Application.
- C. The Application shall remain in effect for 120 Days after the Application due date, unless extended by agreement.

## **2.19 Procedure When Only One Application Is Received**

If the County receives a single responsive, responsible Application, the County may request an extension of the Application acceptance period and/or conduct a price or cost analysis on such Application. The Applicant shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Application; the County reserves the right to reject such Application or any portion thereof.

## **2.20 Appeal Procedures**

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or Application and, if appropriate, the level of funding to be allocated. Written notification will be via email to the email address submitted on the Application response form. Any applicant wishing to appeal the decision must do so in writing by 4:30 p.m. two (2) business days after the email notification of PHSKC's decision. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in this RFA.
- Failure to adhere to published criteria and/or procedures in carrying out the RFA process.

Appeals must be sent by email to the Contract Specialist indicated on the cover page. PHSKC will review the written appeal and may request additional oral or written information from the appellant organization. PHSKC will provide a written decision and such decision shall be final.

## **SECTION 3 APPLICATION EVALUATION AND AGREEMENT AWARD**

### **3.1 Application Evaluation**

- A. The County will evaluate Applications using the criteria set forth in this RFA. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Application information may be conducted with those Applicants whose Applications are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFA, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Applicants a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that an Applicant appears fully qualified to perform the Agreement or it may require additional information or actions from an Applicant. In the event the County determines that the Application is not responsive or responsible the County shall eliminate the Application from further consideration.
- C. The County may enter negotiations with one or more Applicants to finalize Agreement terms and conditions. Negotiation of an Agreement shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Agreement. In the event negotiations are not successful, the County may reject Applications.
- D. The County reserves the right to make an award without written and/or oral discussions with the Applicants and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Agreement award, if any, shall be made by the County to the responsible Applicant whose Application best meets the requirements of the RFA, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award an Agreement to the Applicant offering the lowest price. The County shall have no obligations until an Agreement is signed between the Applicant and the County. The County reserves the right to award one or more agreements as it determines to be in its best interest.

### **3.2 Responsive and Responsible**

#### Responsive

The County will consider all the material submitted by the Applicant, and other evidence it may obtain otherwise, to determine whether the Applicant is in compliance with the terms and conditions set forth in this RFA.

#### Responsible

In determining the responsibility of the Applicant, the County may consider:

- the ability, capacity and skill to perform the Agreement and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Agreement properly and within the times proposed;
- the quality and timeliness of performance on previous agreements with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Agreement.

Failure of an Applicant to be deemed responsible or responsive may result in the rejection of an Application.

### **3.3 Financial Resources and Auditing**

If requested by the County, prior to the award of an Agreement, the Applicant shall submit proof of adequate financial resources available to carry out the execution and completion of work required by the subsequent Agreement.

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

### **3.4 Public Disclosure of Applications**

This solicitation is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Applications submitted under this RFA shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the Agreement has been made, the Applications shall be available for inspection and copying by the public.

If an Applicant considers any portion of its Application to be protected under the law, the Applicant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Applicant of the request and allow the Applicant ten (10) Days to take whatever action it deems necessary to protect its interests. If the Applicant does not take such action within said period, the County will release the portions of the Application deemed subject to disclosure. By submitting an Application, the Applicant assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

### **3.5 Term of the Agreement**

If an Agreement is awarded based on this RFA, it may allow for the initial agreement period to be for one (1) year from the start date of the agreement, with an extension for two (2) additional one-year periods for a total agreement duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Reasonable budget changes may be requested by contacting appropriate PHSKC personnel.

## DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFA

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement documents, the following words and terms shall have the meanings indicated.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by PHSKC during the Application period and prior to award.

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

Application Evaluators (AE): Team of people appointed by the County to evaluate the Applications, conduct discussions, call for Best and Final Offers, score the Applications and make recommendations.

Best and Final Offer: Best and Final Offer shall consist of the Applicant's revised Application and any supplemental information requested during the evaluation of Applications. In the event of any conflict or inconsistency in the items submitted by the Applicant, the items submitted last govern.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFA that the County shall examine to determine the Applicants understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Applicant; potential for successfully accomplishing the Agreement; risk allocation and the probable cost to the County.

Days: Calendar days.

Measurable Amount of Work: For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one-week period.

RFA: Request for Applications, also known as the solicitation document.

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

**Attachment 2 – Agreement Terms and Conditions**  
**PART A. KING COUNTY TERMS AND CONDITIONS**

**1. Agreement Term and Termination**

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

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

- D. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon seven business days advance written notice to the Recipient, terminate or suspend this Agreement in whole or in part.

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

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

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

**2. Compensation and Method of Payment**

- A. The County shall compensate the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 business days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.
- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection,

the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any later invoice.

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

### **3. Internal Control and Accounting System**

The Recipient shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

### **4. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a person or entity that is debarred, suspended, or proposed for debarment. The Recipient will notify King County if it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

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

- A. The Recipient shall maintain for a period of six years after termination of this Agreement accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following for a period of six years after termination of this Agreement:
  - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all entities seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review these records. The Recipient shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Recipient shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any sub-awardee assigned any portion of this Agreement in order to monitor and evaluate the services provided under this Agreement. The County will give reasonable advance notice to the Recipient in the case of audits to be conducted by the County. The Recipient shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Agreement documents. If different from the Recipient's address listed above, the Recipient shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) business days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

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

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

**7. Financial Reports and Audits**

Recipient is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [MonitoringTechnicalSupport@kingcounty.gov](mailto:MonitoringTechnicalSupport@kingcounty.gov) by the stated due date.

- A. If the Recipient is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during the its fiscal year, then the Recipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Recipient’s fiscal year.
- B. If the Recipient is not subject to the requirements in subsection A, the following apply:

Entity Type	Non-Profit		For Profit	
<b>Gross Revenue</b>	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
<b>Required Documentation</b>	<ul style="list-style-type: none"> <li>• Form 990 within 30 days of its being filed; and</li> <li>• A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> <li>• Income tax return; and</li> <li>• A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
<b>Due Date</b>	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Recipient’s fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Recipient’s fiscal year.

C. Waiver

A Recipient that is not subject to the requirements in subsection A may request, and in the County’s sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Recipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Recipient’s Board of Directors.

- D. The County may require additional audit or review requirements and the Recipient will be required to comply with any such requirements.

**8. Corrective Action**

If the County determines that the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services (each a “breach”), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach.
- B. The Recipient shall respond with a written corrective action plan within ten (10) business days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach, which shall not be more than thirty (30) days from the date of the Recipient’s response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.



- C. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County.
- D. If the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Agreement in whole or in part pursuant to Section 1.
- E. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

## **9. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

## **10. Hold Harmless and Indemnification**

### **A. Duties as Independent Contractor:**

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

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

### **B. Recipient's Duty to Repay County:**

The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

### **C. Recipient Indemnifies County:**

The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Recipient shall protect and assume the defense of the County and its officers, agents and

employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. County Indemnifies Recipient:

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

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

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

## 11. Insurance Requirements

The Recipient shall procure and maintain for the term of this Agreement, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardees, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Recipient shall read and provide required insurance documentation prior to the signing of this Agreement.

## 12. Assignment/Sub-agreement

- A. The Recipient shall not assign or Agreement any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Federal Terms and Conditions contained herein (or the procurement contract provisions in 2 CFR 200 Appendix II as applicable), and any other grant requirement, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.

- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

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

**13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage**

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

- A. During performance of the Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of the employee’s or applicant’s sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Recipient shall read and certify compliance.

- B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, for agreements for services with an initial or amended value of \$100,000 or more, the Recipient shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Agreement. The requirements of the ordinance, including payment schedules, are detailed at <https://kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

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

**14. Conflict of Interest**

- A. The Recipient shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement and subject the Recipient to the remedies stated in this Agreement, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to K.C.C. 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current agreements with the County will be cancelled and it shall not be able to bid on any County agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals

or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

**15. Equipment Purchase, Maintenance, and Ownership**

**Funder's requirements may take precedence over this section as applicable.**

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more (hereinafter referred to as "Equipment"), is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- B. The Recipient shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.
- C. All Equipment not listed as a budget line item purchased under this Agreement requires prior written approval from the County.
- D. All Equipment purchased under this Agreement shall be recorded and tagged as an asset in inventory and reported to the County.

**16. Proprietary Rights**

A. Ownership Rights of Materials Resulting from Agreement:

Except as indicated below or as described in an Exhibit, the parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Recipient by operation of law or for any other reason, the Recipient hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Recipient, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

B. Ownership Rights of Previously Existing Materials:

The Recipient shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Agreement, but do not originate from the work described herein. The Recipient agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Agreement.

C. Continued Ownership Rights:

The Recipient shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**17. Political Activity Prohibited**

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

**18. King County Recycled Product Procurement Policy**

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

**19. Future Support**

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

**20. Entire Agreement/Waiver of Default**

The parties agree that this Agreement is the complete expression of described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

**21. Amendments**

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**22. Notices**

Whenever this Agreement provides for notice by one party to another, such notice shall be in writing and directed to the Recipient contact and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by that party.

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

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

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

**24. Applicable Law**

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

**25. Electronic Processing and Signatures**

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

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

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

**26. No Third Party Beneficiaries**

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

**END OF COUNTY TERMS AND CONDITIONS**

## FEDERAL TERMS AND CONDITIONS

Subrecipients shall comply with Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements as appropriate for the Subrecipient’s organization type. In accordance with CFR 200.113, Mandatory Disclosures, Subrecipient must disclose, in a timely manner, in writing to the awarding agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

### 2 CFR Part 200 Subpart F – Audit Requirements

If the Subrecipient is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Subrecipient shall meet the respective audit requirements described herein as applicable.

If the Subrecipient is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO’s Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR Part 200 Subpart F, as amended, and as applicable. The Subrecipient shall provide a copy of the audit report to each County division providing financial assistance to the Subrecipient no later than nine (9) months subsequent to the end of the Subrecipient’s fiscal year. The Subrecipient shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a “Management Letter” or other correspondence made by the auditor, the Subrecipient shall provide copies of those communications and the Subrecipient’s response and corrective action plan. Submittal of these documents shall constitute compliance with this requirement.

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

### 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

## 2 CFR 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## U.S. Department of Health and Human Services (HHS) Requirements

This Subaward is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable (any references in the GPS to 45 CFR 74 or 92 are now replaced by 2 CFR 200 and 45 CFR Part 75), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

The HHS GPS is available at <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf?language=es>.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are at 45 CFR Part 75 effective December 26, 2014.

The use of federal funds from HHS are limited on all grant or cooperative agreements henceforth including the current budget period.

### (1) Restriction on Distribution of Sterile Needles

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

### (2) Salary Limitation

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

The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. The current amount may be found at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual’s direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual’s salary amount in excess of the salary cap with non-federal funds.

### (3) Anti-Lobbying

“(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of

Public Law 111– 148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of

Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

### (4) Gun Control

“None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.”

### Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.



1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Pursuant to existing law and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered). This is consistent with past practice and longstanding requirements applicable to grant awards to health centers.

In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

#### ASSURANCES – NON CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.

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Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the Subrecipient, I certify that the Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.  
  
Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200 Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**END OF RFA**