School-Based Health Centers – Improving Health Care Access for Children and Adolescents in Washington

Request for Funding Application (RFA) Summary

Grant Application Due Date:

April 15, 2022

Project Year:

July 1, 2022 - June 30, 2023

Anticipated Funding:

- Up to \$50,000 for planning grants (to plan for a new school-based health center (SBHC) in a community or school where one does not currently operate)
- Up to \$250,000 for start-up grants (to start and open a SBHC where one does not currently operate)
- Up to \$150,000 for operational, expansion, and/or improvement grants (to maintain, improve, or expand SBHC operations)

Grantees may have the option for continued funding in the next grant cycle (July 2023 through June 2024) depending on performance and funding availability.

RFA Schedule/Timeline:

| RFA Release Date | March 15, 2022 |
|---------------------------------|------------------------------|
| Application Due Date | April 15, 2022, 11:59 PM PST |
| Notification of Contract Awards | May 16, 2022 |
| Anticipated Contract Start Date | July 1, 2022 |

Purpose:

The Washington State Department of Health (DOH), Division of Prevention and Community Health, and Office of Family and Community Health Improvement are committed to alleviating the burden of health disparities. The purpose of this request for funding applications (RFA) is to build capacity for school-based health centers and increase access to health care services for children and adolescents in communities that are historically underserved in the state of Washington as part of our continued efforts to reduce racial/ethnic, economic, and geographic disparities.

The Washington State Legislature passed <u>Substitute House Bill 1225</u> in 2021. <u>The new law (RCW 43.70.825)</u> directs DOH to establish a school-based health center (SBHC) program to expand and sustain the availability of SBHCs to K-12 students in public schools, with a focus on historically underserved populations. We are inviting organizations to submit an application to apply for funds to plan, start, sustain, or improve a SBHC.

Background:

Children and youth should have access to medical, dental, and behavioral health services that are youth-friendly, age-appropriate, and culturally responsive while supporting continued access to learning opportunities. Without regular and accessible preventive services, many health conditions can develop into health care crises, resulting in not only higher costs, but also long-term negative health and educational outcomes. When students are healthy, they are more ready to learn. SBHCs are an evidenced-based, effective model for providing high quality, culturally responsive, and equitable care. Washington state's first SBHC program began in Seattle in 1989. Today, there are over 65 SBHCs sponsored by more than 25 health care organizations throughout the state. A list of current SBHCs in Washington is available on the Washington School-Based Health Alliance (WA SBHA) website.

The legislation defines an SBHC as "a collaboration between the community, the school, and a sponsoring [health care] agency that operates the school-based health center, which is a student-focused health center located in or adjacent to a school that provides integrated medical, behavioral health, and other health care services such as dental care." The health care sponsor can be a community clinic, hospital, health care system, public health department, federally or locally controlled Tribal health clinic and/or Tribal health program. More information on school-based health centers can be found at: What is a School-Based Health Center (SBHC)? - Washington School-Based Health Alliance (wasbha.org)

Grant Information:

The intent of this funding is to fund projects that will:

- Increase the number, capacity, and sustainability of SBHCs in Washington
- Improve the health and educational outcomes of children and youth in Washington
- Continue efforts to increase health equity throughout Washington and prioritize serving, engaging, and supporting historically underserved communities, including Tribal and Urban Indian communities

DOH expects to create and fund three grant types (Table 1): planning, start-up, and operational/expansion/improvement grants, with the goal of funding three or more of each grant type during this funding cycle. Grant awards will be for a 12-month period to start; funding after one year is not guaranteed and will be dependent on meeting grant deliverables and availability of state funding. Applicants may submit multiple proposals, but only one proposal per SBHC site.

Table 1: Grant Types and Summary

| | Planning Grant | Start-Up Grant | Operational, Expansion, and/or Improvement Grant | |
|---|---|---|--|--|
| Funding Amount | Up to \$50,000 | Up to \$250,000 | Up to \$150,000 | |
| Grant Purpose | Provide funding to gather information, support, and resources to plan for a new SBHC in a community or school where one does not currently operate. | Provide funding for start-up costs and first year of operations to open an SBHC where one does not currently operate. | Provide funding for established SBHCs for ongoing operations, improvement, or expansion costs. | |
| Allowable Grant Activities, Purchases, & Costs (but not limited to) | Staff time Community engagement activities, including food and stipends, to obtain input on the development of the SBHC Youth engagement to obtain input on the development of the SBHC Training Supplies | Supplies Equipment/technology Furniture Capital improvements Community engagement activities, including food and stipends, to obtain input on the implementation of the SBHC Training Marketing Telehealth or mobile equipment to add services or extend reach of SBHC Youth engagement activities Core staffing | Supplies Equipment/technology Furniture Community engagement activities, including food and stipends, to obtain input on the SBHC Training Marketing Telehealth or mobile equipment to add services or extend reach of SBHC Youth engagement activities Core staffing Additional staffing for expanded services | |

Minimum Requirements for SBHC Services and Staffing

Once operational, SBHC services and staffing should demonstrate that they can or currently follow these guidelines:

- Be in or adjacent to a school.
- Provide comprehensive and integrated medical and behavioral health care services, or referrals to appropriate providers, that are responsive to the community and the young people they serve
- Collaborate with applicable providers in the community (i.e. PCP, BH, Vision, Dental, etc.) for referrals, consultation, and for care not provided at the SBHC or when the SBHC is closed. Telehealth is acceptable to meet this need.
- Provide age-appropriate, youth-centered, youth/family-friendly, culturally and community-responsive care that is grounded in a healing-centered (trauma-informed) approach.
- All clinical staff must hold a current license to practice in their stated discipline from the Washington State Department of Health or equivalent entity, and it must be in good standing.
- SBHC services must be provided during regular school hours (hours of operation depend on size and needs of school population) and offer some before or after school hours to accommodate student and family needs.
- DOH recommends SBHC services be available to all district-enrolled students at no cost regardless of ability to pay/insurance status; SBHC services may be offered to students' families, school staff, and the broader community, if SBHC capacity and physical location of the SBHC allow and comply with district or health clinic policy.

See the <u>Washington School-Based Health Alliance website</u> for examples of <u>SBHC services</u> and <u>staffing</u> models.

Funding Terms and Conditions

For all grant applicants, the following requirements and limitations apply:

- The applicant will act as the fiscal agent responsible for project financial management and operations.
- All grants are performance-based grants and funds are paid upon completion of deliverables. The schedule of deliverables and payment is flexible.
- Grant awards after one year of funding are not guaranteed. Grantees may have the
 option to renew contracts for additional funding based on performance (meeting grant
 deliverables) and availability of state funding.
- Indirect and/or administrative costs cannot be more than the federally approved rate for your organization or more than 10% of the total grant award.

All Request for Funding Application activities and timelines are estimated due dates. The terms and dates listed are subject to change at the sole discretion of the Department of Health (DOH). DOH reserves the right to amend the schedule at any time and for any reason. Any changes or updates will be posted on the <u>SBHC WA Portal webpage</u>. Applicants are responsible for downloading any amendments as they are sent out. DOH is not responsible for any misplaced or misdirected documentation.

All awards will be subject to DOH contracting terms and conditions (see Appendix A).

Information shared with us as part of this application or participation in DOH School-Based Health Center Program activities is subject to state and federal public disclosure laws and will not be anonymous. Please mark any information on your application that you would like to be kept confidential. For questions or more information, contact the Department of Health at adolescenthealthunit@doh.wa.gov.

Grant Requirements

In accordance with <u>RCW 43.70.825</u>, all proposed projects must be delivered in schools or school districts serving a high proportion (50% or higher) of students who come from a *community or population that has been historically underserved*. We are aligning our definition of historically underserved with the Office of Superintendent of Public Instruction's (OSPI) definition of Students Furthest from Educational Justice. The selection committee is open to reviewing data that may lead to expanded definitions. Examples could include any combination of the following:

- Students who identify as Black, Indigenous, or Persons of Color
- Students with disabilities
- Students receiving English Learner services
- Students who are migratory
- Students experiencing homelessness
- Students in foster care
- Students who identify as Two Spirit LGBTQ+
- Students receiving free or reduced-price lunch, and/or students living at or below the Federal Poverty Level
- Students receiving special education services
- Students living in geographic areas with low access to health care services, including health professional shortage areas, medically underserved areas, areas with long wait lists for health care services, and areas that are geographically isolated from health care services for young people

These groups **do not need to be mutually exclusive**. For example:

- High School A serves 60% students who are low-income. This qualifies them as serving a high proportion of historically underserved youth.
- High School B serves 45% students who are low-income and is located in a rural, medically underserved area (100% of students). This **qualifies** them.
- High School C serves 90% students who identify as BIPOC, 10% students who are migratory, and 25% students who receive English Language Learner services. This qualifies them.

- High School D serves 40% students who identify as BIPOC, 45% students receiving free or reduced-price lunch, and estimates 10% LGBTQ+ students from the Healthy Youth Survey. Taken together, this qualifies them.
- High School E serves 20% students who identify as BIPOC and 10% students receiving free or reduced-price lunch. Taken together, this **does not qualify** them as serving a high proportion of historically underserved youth.

In honor and recognition of government-to-government relationships, and the moral and legal responsibility to honor Indian Nations, Tribal and/or Indigenous communities and representative organizations are strongly encouraged to apply.

We will give additional weight to applications:

- That are Tribal-led or with a strong Tribal and/or Indigenous partnership,
- Serving three or more historically underserved communities or populations (with at least one identified community or population representing at least 50% of the student population),
- And/or serving a rural area

Applications should provide clear evidence, including data or stories describing the identified community or population(s) and a description of the applicant's experience or expertise serving the community or population(s). In your application, please include any relevant data to demonstrate the need of your identified community or population(s). Example data sources include:

- <u>Healthy Youth Survey</u> and/or <u>COVID-19 Student Survey</u> (contact your school's survey coordinator or HYS representative at OSPI)
- Washington State Report Card (OSPI)
- Child Nutrition Eligibility for Free and Reduced-Price Meals (OSPI)
- Medically Underserved Areas and Populations Map (DOH)
- Washington Tracking Network (DOH)
- <u>Child Opportunity Map</u> (Diversity Data Kids)

All applicants will also be required to submit two letters of support from community organizations that represent the community/population that the SBHC will serve. As part of the contract development process, DOH staff will contact and conduct reference interviews with organizations that provided letters of support for all applicants selected for awards through the selection process. The interview will include questions about the applying organization's history of working with the community intended for the SBHC and to recommend two additional references that DOH can contact for reference interviews.

Planning Grants

Planning grant recipients will gather information, support, and resources to plan for a new SBHC in a community or school where one does not currently operate.

Planning Grant Scope of Work:

The scope of work may include engaging the community through an advisory council or steering committee, conducting a community needs assessment, creating partnerships with the school/school district and a sponsoring agency, and writing a business plan.

Planning grant recipients will participate in monthly contract meetings with DOH, participate in SBHC training and technical assistance, and report milestone achievements to DOH.

Planning Grant Applicant Eligibility:

Planning grant applicants must be one of the following:

- A community-based nonprofit organization, including Tribal programs, representing the community to be served by the SBHC, and which has a license to do business in the State of Washington,
- A public school, school district, and/or Educational Service District (including charter schools, and locally or federally operated Tribal schools) serving students between Kindergarten and 12th grade in Washington state,
- Or a health care organization (including hospitals, public health representative or department, local health jurisdictions, health care systems, community clinic or health centers, federally qualified health centers, federally and locally controlled Tribal health centers, and Urban Indian health centers) intending to be the Sponsoring Health Care Agency.

Planning Grant Application Requirements:

In your application, please provide stories, data, and letters of support to demonstrate the following:

- Your organization can complete all scope of work activities listed above.
- Your organization meets all eligibility requirements listed above and all grant requirements listed in Table 1.
- The SBHC will be located in and/or will serve a community or population that is historically underserved based on the definition provided above.
- Your organization is supported and endorsed by the community or population the SBHC will serve.
- SBHC planning is supported and endorsed by the school district and school being proposed as the SBHC site.
- Your organization is supported and endorsed by the school principal, school nurse, and school district to apply for this SBHC planning grant.

Start-Up Grants

Start-up grant recipients will use grant funding to implement their existing SBHC start-up plans to open an SBHC where one does not currently operate and for the first year of operations.

Start-Up Grant Scope of Work:

The scope of work may include implementing an existing SBHC plan, developing a sustainability plan, engaging the community through an advisory council or steering committee, developing SBHC policies and procedures, developing a strategy on how the SBHC will prioritize health equity and ensure health care access for all students, meeting minimum SBHC staffing and services requirements (<u>Table 1</u> of this RFA), and developing relationships with local primary care providers/clinics and a local behavioral health agency.

Start-up grant recipients will participate in monthly contract meetings with DOH, participate in SBHC trainings and technical assistance, enter into a data sharing agreement with DOH, develop an evaluation plan, and report performance measures and milestone achievements to DOH.

Start-Up Grant Applicant Eligibility:

Start-up grant applicants must be a **Sponsoring Health Care Agency** that can do the following:

- Has a license to do business in the State of Washington, or a comparable equivalent
- Manage funds, staff and operations for the intended SBHC
- Provide appropriate clinical supervision to the SBHC (medical, behavioral health, dental) and ensure all providers practice within the scope of licenses.
- Bill third parties, including Medicaid and/or other federal sources, for reimbursement of services.
- Provide required and optional SBHC data to the Washington State Department of Health to meet reporting requirements.
- Have agreements (such as a Memorandum of Agreement, Memorandum of Understanding, or Tribal Resolution, etc.) in place with and support of the school and school district where the SBHC is located. The identified school or school district where the SBHC will be located must be a public school (including charter schools, and locallyor federally-operated Tribal schools) serving students between Kindergarten and 12th grade in Washington state.

Start-Up Grant Application Requirements:

In your application, please provide stories, data, and letters of support to demonstrate the following:

- Your organization can complete all activities outlined in the statement of work above.
- Your organization can meet all eligibility requirements for a start-up grant and all grant requirements listed in Table 1.
- The SBHC will be located in and/or will serve a community or population at a school or school district that is historically underserved based on the definition provided above.
- Your organization is supported and endorsed by the community or population the SBHC will serve.
- Your organization has experience working with the community the SBHC is intended to serve.
- Your organization has the support of the school administration, the school nurse, school district administration, and other key staff, and has an agreement in place with the school district for where the SBHC site is intended.

- Your organization has identified a site on or near school property for the SBHC and has evidence it can be used for the SBHC.
- Your organization has a plan that includes any SBHC capital construction or renovation, budget with all fiscal sources, SBHC staffing model and services that meet minimum requirements (<u>Table 1</u> of this RFA) and the needs of the community.
- Your organization has adequate and additional funding sources for your proposed budget. We recommend that funding from DOH through this RFA should not exceed 60% of your total project budget for the first year.
- Your organization has a plan for maximizing third-party medical billing.

Operational, Expansion, and/or Improvement Grants

Operational, expansion, and/or improvement grant recipients will have an established SBHC and use the funding for ongoing operations, improvement, or expansion costs.

Operational, Expansion, and/or Improvement Grant Scope of Work:

The scope of work may include sustaining, expanding or improving SBHC services responsive to community need, developing a sustainability plan, developing or refining a strategy on how the SBHC will prioritize health equity and ensure health care access for all students, engaging the community through an advisory council or steering committee, engaging with the school through a health promotion or youth development activity, and developing relationships with local primary care providers/clinics and a local behavioral health agency.

Recipients will participate in monthly contract meetings with DOH, participate in SBHC trainings and technical assistance, enter into a data sharing agreement with DOH, develop an evaluation plan, and report performance measures and milestone achievements to DOH.

Operational, Expansion and/or Improvement Grant Eligibility:

Operational, expansion, and/or improvement grant applicants must be the **Sponsoring Health Care Agency of an established SBHC** that can do all of the following:

- Has a license to do business in the State of Washington, or comparable equivalent
- Manage funds, staff, and operations for the intended SBHC
- Provide appropriate clinical supervision to the SBHC (medical, behavioral health, dental) and ensure all providers practice within the scope of their licenses.
- Bill third parties, including Medicaid and/or other federal sources, for reimbursement of services.
- Provide required and optional SBHC data to the Washington State Department of Health to meet reporting requirements.
- Have agreements in place with the school and school district where the SBHC is located.
 The **school** where the SBHC is located must be a public school (including charter schools, and locally or federally operated Tribal schools) serving students between Kindergarten and 12th grade in Washington state.

Operational, Expansion and/or Improvement Grant Application Requirements:

In your application, please provide stories, data, and letters of support demonstrating the following:

- Your organization can complete all activities in the scope of work listed above.
- Your organization meets all eligibility requirements listed above, and all grant requirements listed in Table 1.
- Your established SBHC is located in and/or serves a community or population at a school or school district that is historically underserved based on the definition provided above.
- Your organization is supported and endorsed by the community or population the SBHC serves.
- Your SBHC staffing and services meets (or will meet) the minimum requirements
 outlined in this RFA (<u>Table 1</u> of this RFA) and the needs of the community or population
 served by the SBHC.
- Your SBHC uses a healing-centered/trauma-informed approach to care for SBHC patients.
- Your SBHC has a financial need for grant funds.
- Your SBHC is billing for and being reimbursed for services.
- Your organization has adequate and additional funding sources for your proposed budget. We recommend that funding from DOH through this RFA should not exceed 70% of your budget need for the grant project.

How do I apply for a grant?

Applications instructions are outlined below. In the application, applicants should demonstrate they meet all grant and SBHC services/staff requirements outlined in Table 1, as well as all eligibility application requirements outlined in this RFA for the grant they wish to apply for.

All prospective applicants will:

- Complete the online application
- Submit Letters or Statements of Support, Tribal Resolutions, and/or Tribal Letters of Support from:
 - School administration where the SBHC will be located
 - School district administration
 - School nurse where the SBHC will be located
 - At least two organizations or representative groups demonstrating support from the community the SBHC will serve
- Submit a project workplan that addresses all activities in the applicable scope of work.
- Submit the SBHC budget for the fiscal year (July 1, 2022-June 30, 2023) that includes funds from this RFA, matched funds, and any other funding sources. Additional and matched funding sources can be from any source and can include equipment and site donations. The SBHC budget should include an itemized budget and a budget narrative.

Start-up and Operational/Improvement grant applicants will also:

 Submit documentation of agreements between the school district and health care sponsor • Submit the performance measure plan.

A detailed checklist for each grant type is available on pages 16 to 20.

Applicants should use the provided templates for the performance measure plan, project workplan, budget narrative, and budget workbook. They are available for download in the online application after selecting the grant type. If you have difficulty using any of the templates, the selection committee will consider alternative formats, but please be sure to include all requested information. Optional templates are available for the letters of support, but applicants are welcome to use their own.

Applicants should complete the <u>online application</u>, including uploading all supporting documents, by 11:59 PM Pacific Standard Time on April 15, 2022.

Application Process and Scoring

Each application will be screened for completeness and eligibility. Applications that are incomplete or do not meet eligibility or grant requirements will not be considered.

The following application characteristics will be prioritized:

- Projects that are Tribal or Indigenous-led or demonstrate a strong Tribal or Indigenous partnership or support.
- Projects which clearly demonstrate through data, stories, letters of support, and/or references – the SBHC will serve three or more communities or populations that are historically underserved.
- Projects that serve a rural or frontier area.
- Projects which clearly demonstrate through data, stories, letters of support, and/or references – the SBHC and health care sponsor are youth-centered and youth/familyfriendly, and the community to be served by the SBHC supports the applying organization and the proposed project.
- Applications that clearly demonstrate readiness (through thoughtful and detailed descriptions of the project, established relationships, and demonstrated consultation with the community) to execute the project to be funded by the grant.

Using the example scoring criteria below, complete and eligible applications will be reviewed, scored, and selected by a panel of reviewers comprised of partners and stakeholders:

| Category | Planning Grants | Start-Up Grants | Operation & Improvement Grants |
|-------------|--------------------|--------------------|--------------------------------|
| Eligibility | 5 points | 5 points | 5 points |

| Category | Planning Grants | Start-Up Grants | Operation & Improvement Grants |
|--|--|--|---|
| Applicant meets all grant eligibility and requirements for their selected grant type. | | | |
| Priority Applications Applications that are Tribal-led or with a strong Tribal and/or Indigenous partnership, serve three or more historically underserved communities or populations (with at least one identified community or population representing at least 50% of the student population), and/or serve a rural area. | Up to 15 additional points (5 points each) | Up to 15 additional points (5 points each) | Up to 15 additional points (5 points each) |
| Organizational Profile The applicant submitted all requested information, including the organization name, mission or vision statement, contact information, and name of school and/or school district for the SBHC site. | 5 points | 5 points | 5 points |
| Project Proposal The applicant described their proposed project and its purpose. They outlined how they will complete the project activities and scope of work, and included what they will do, how it will be done, who will do it, and by when. They also described their organization's infrastructure and capacity to complete the work described in the project. The ideal applicant will describe a plan that is clear, well-reasoned, realistic, and innovative. | 15 points | 15 points | 15 points |
| SBHC Staffing and Services (Start-Up and Operation/Improvement Grants only) The applicant described their SBHC staffing, services, and student supports and how they met the grant requirements. They included details about their systems, policies, and procedures (including their electronical medical record | N/A | 20 points | 20 points |

| Category | Planning Grants | Start-Up Grants | Operation & Improvement Grants |
|---|--------------------|--------------------|--------------------------------------|
| platform, patient confidentiality, emergency care protocols, suicide crisis plan, process for referrals, and process for care coordination and continuation). They also described how their health care services are responsive to the community and young people served by the SBHC, and outlined a plan for collaborating with other providers in the community. The ideal applicant will demonstrate a thorough understanding of the needs of their community and youth and preparedness to provide comprehensive and appropriate care at the SBHC | | | |
| and through referrals. Community Need The applicant described the community or population(s) of focus through data and stories, and how the community or population(s) meet the definition of historically underserved. They also identified service gap(s) and need(s) in their community and described how the proposed SBHC project will address the identified need(s). The ideal applicant will demonstrate thoughtful research into their community, show a clear understanding of the SBHC model, and present a realistic plan for addressing a need or service gap. | 30 points | 30 points | 30 points |
| Community Outreach and Partnerships The applicant described their organization's experience or expertise serving the identified community or population(s). They also described how they consulted and collaborated with the school and school district, community, and/or other providers to inform their SBHC project proposal. The ideal applicant will demonstrate they have established relationships and support with these key groups. | 20 points | 20 points | 20 points |

| Category | Planning Grants | Start-Up Grants | Operation & Improvement Grants |
|---|--------------------|--------------------|--------------------------------------|
| Data Collection (Start-Up and | N/A | 10 points | 10 points |
| Operation/Improvement Grants only) | | | |
| The applicant described a plan for collecting, | | | |
| documenting, and storing confidential data for | | | |
| the SBHC and reporting data to DOH. They also | | | |
| described a plan for meet HIPAA and FERPA | | | |
| requirements, including anticipated barriers and | | | |
| challenges and how they might resolve them. | | | |
| The ideal applicant will demonstrate | | | |
| preparedness to collect data through a well- | | | |
| reasoned and detailed plan. | | | |
| Performance Measure Plan (Start-Up and | N/A | 5 points | 5 points |
| Operation/Improvement Grants only) | | | |
| The applicant completed and attached the | | | |
| performance measure plan table. | | | |
| Project Workplan | 20 points | 20 points | 20 points |
| The applicant completed and attached the | | | |
| project workplan. The workplan includes all | | | |
| proposed project activities and required grant | | | |
| activities, with deliverables and due dates. The | | | |
| workplan aligns with the proposed project | | | |
| narrative and grant requirements. | | | |
| Project Budget | 40 points | 40 points | 40 points |
| The applicant completed and attached the | | | |
| itemized budget workbook and budget narrative. | | | |
| The applicant included all funding match | | | |
| contributions and is within the requirements for | | | |
| their grant type. They included reimbursement | | | |
| strategies for private and public insurance. The | | | |
| total contract amount meets the grant funding, | | | |
| and the total budget seems reasonable and | | | |
| adequate for the proposed project. | | | |
| Demonstrated Support | 25 points | 25 points | 25 points |
| The applicant included a letter or statement of | | | |
| support, agreement, or Memorandum of | | | |
| Understanding from the school administration, | | | |
| school district administration, school nurse, and | | | |

| Category | Planning Grants | Start-Up Grants | Operation & Improvement Grants |
|--|--------------------|--------------------|--------------------------------|
| at least two community organizations representing the applicant's community or population(s) of focus. | | | |
| Total Points: | 160 | 195 | 195 |

Process for Challenging a Decision

We will notify all respondents in writing if the selection committee accepted or rejected your application and, if appropriate, your allocated level of funding. We will send written notice to the email address on your application. If you would like to challenge a decision, please contact us within three business days of the decision notification at

AdolescentHealthUnit@doh.wa.gov. We will consider challenges on the grounds that the scoring process is unfair or flawed, or that the RFA requirements were unclear. Please include in your email an explanation of your challenge and a proposed solution. We will schedule a debrief with you to provide feedback on your application, and if requested, we will share scoring summaries of applications selected for award.

Grant Support

DOH will post an informational video describing SBHCs, this grant opportunity, and the application process on the SBHC WA Portal webpage by March 31, 2021.

Please submit any questions about the RFA or application to Mary.Simock@doh.wa.gov by Fridays at 5 PM. Answers to questions will be posted in an FAQ on the SBHC WA Portal webpage the following Monday.

| Questions submitted by: | Answered by: |
|-------------------------|--------------------------|
| March 18, 2022, at 5 PM | March 21, 2022, at 12 PM |
| March 25, 2022, at 5 PM | March 28, 2022, at 12 PM |
| April 1, 2022, at 5 PM | April 4, 2022, at 12 PM |
| April 8, 2022, at 5 PM | April 11, 2022, at 12 PM |

Applicants can find resources on SBHCs, including planning for and operating a SBHC, on the <u>Washington School-Based Health Alliance webpage</u>.

Application Checklist: Planning Grants

Eligibility

 \square The applying organization is one of the following:

- A community-based nonprofit organization, including Tribal programs, representing the community to be served by the SBHC, and which has a license to do business in the State of Washington,
- A public school, school district, and/or Educational Service District (including charter schools, and locally or federally operated Tribal schools) serving K-12 students in Washington state,
- Or a health care organization (including hospitals, public health representative or department, local health jurisdictions, health care systems, community clinic or health centers, federally qualified health centers, federally and locally controlled Tribal health centers, and Urban Indian health centers) intending to be the Sponsoring Health Care Agency.

Requirements

| ☐ The proposed SBHC will be delivered in a school or school district serving a high proportion 50% or higher) of students who come from a <u>community or population that has been nistorically underserved</u> . |
|---|
| Once operational, the SBHC will meet the minimum requirements for SBHC services and staffing. |
| Application Materials |
| Please submit the following no later than 11:59 PM (Pacific Standard Time) on April 15, 2022: |
| ☐ Complete the online application |
| Copies of Letters or Statements of Support, Tribal Resolutions, and/or Tribal Letters of |

- School administration
- School district administration
- School nurse

Support from:

 At least two organizations or representative groups demonstrating support from the community the SBHC will serve

| \square SBHC budget narrative and itemized budget (provided in online application) for fiscal year |
|--|
| July 1, 2022 – June 30, 2023), including funds from this RFA, matched funds, and any other |
| funding sources. Additional and matched funding sources can be from any source, and can |
| nclude equipment and site donations |

| \square Project workplan (provided in online application) that addresses all applicable \underline{s} | scope c | of work |
|---|---------|---------|
| activities | | |

Application Checklist: Start-Up Grants

Eligibility

| ☐ The applying organization is a health care organization (including hospitals, public health representative or department, local health jurisdictions, health care systems, community clinic or health centers, federally qualified health centers, federally and locally controlled Tribal health centers, and Urban Indian health centers) intending to be the Sponsoring Health Care Agency. |
|--|
| \square The applying organization has a license to do business in the State of Washington, or a comparable equivalent. |
| \Box The applying organization can manage funds, staff, and operations for the intended SBHC. |
| \Box The applying organization can provide appropriate clinical supervision to the SBHC (medical behavioral health, dental) and ensure all providers practice within the scope of licenses. |
| \square The applying organization can bill third parties, including Medicaid and/or other federal sources, for reimbursement of services. |
| \Box The applying organization can provide required and optional SBHC data to the Washington State Department of Health to meet reporting requirements. |
| \Box The applying organization has agreements (such as a Memorandum of Agreement, Memorandum of Understanding, or Tribal Resolution, etc.) in place with and support of the school and school district where the SBHC is located. |
| ☐ The identified school or school district where the SBHC will be located is a public school (including charter schools, and locally or federally operated Tribal schools) serving K-12 students in Washington state. |
| Requirements |
| ☐ The proposed SBHC will be delivered in a school or school district serving a high proportion (50% or higher) of students who come from a <u>community or population that has been historically underserved</u> . |
| \Box The SBHC will meet the <u>minimum requirements for SBHC services and staffing</u> . |
| Application Materials |
| Please submit the following no later than 11:59 PM (Pacific Time) on April 15, 2022: |
| ☐ Complete online application |
| \Box Copies of Letters of Support, Memorandums of Understanding (MOUs), Tribal Resolutions, and/or Tribal Letters of Support from: |

- School administration
- School district administration

- School nurse
- At least two organizations or representative groups demonstrating support from the community the SBHC will serve

| □ SBHC budget narrative and itemized budget (provided in online application) for fiscal year (July 1, 2022 – June 30, 2023), including funds from this RFA, matched funds, and any other funding sources. Additional and matched funding sources can be from any source, and can include equipment and site donations |
|---|
| \square Project workplan (provided in online application) that addresses all applicable scope of work activities |
| ☐ Performance measure plan (provided in online application) |

Application Checklist: Operational, Expansion, and/or Improvement Grants

| Eligibility |
|--|
| ☐ The applying organization is a health care organization (including hospitals, public health representative or department, local health jurisdictions, health care systems, community clinic or health centers, federally qualified health centers, federally and locally controlled Tribal health centers, and Urban Indian health centers) intending to be the Sponsoring Health Care Agency. |
| $\hfill\Box$ The applying organization has a license to do business in the State of Washington, or a comparable equivalent. |
| $\hfill\Box$ The applying organization can manage funds, staff, and operations for the SBHC. |
| \Box The applying organization can provide appropriate clinical supervision to the SBHC (medical, behavioral health, dental) and ensure all providers practice within the scope of licenses. |
| \Box The applying organization can bill third parties, including Medicaid and/or other federal sources, for reimbursement of services. |
| \Box The applying organization can provide required and optional SBHC data to the Washington State Department of Health to meet reporting requirements. |
| \Box The applying organization has agreements (such as a Memorandum of Agreement, Memorandum of Understanding, or Tribal Resolution, etc.) in place with and support of the school and school district where the SBHC is located. |
| \Box The identified school or school district where the SBHC is located is a public school (including charter schools, and locally or federally operated Tribal schools) serving K-12 students in Washington state. |
| Requirements |
| ☐ The proposed SBHC will be delivered in a school or school district serving a high proportion (50% or higher) of students who come from a <u>community or population that has been historically underserved</u> . |
| \Box The SBHC will meet the <u>minimum requirements for SBHC services and staffing.</u> |
| $\hfill\square$ The SBHC uses a healing-centered (trauma-informed) approach to care for SBHC patients. |
| \square Your SBHC has a financial need for grant funds. |
| $\hfill\square$ Your SBHC is billing for and being reimbursed for services. |
| Application Materials |
| Please submit the following no later than 11:59 PM (Pacific Time) on April 15, 2022: |
| ☐ Complete online application |

| \Box Copies of Letters of Support, Memorandums of Understanding (MOUs), Tribal Resolutions, and/or Tribal Letters of Support from: |
|--|
| School administration School district administration School nurse At least two organizations or representative groups demonstrating support from the community the SBHC will serve |
| ☐ SBHC budget narrative and itemized budget (provided in online application) for fiscal year (July 1, 2022 – June 30, 2023), including funds from this RFA, matched funds, and any other funding sources. Additional and matched funding sources can be from any source and can include equipment and site donations |
| \Box Project workplan (provided in online application) that addresses all applicable <u>scope of work activities</u> |
| \square Performance measure plan (provided in online application) |

Appendix A: Grant Award Terms and Conditions

If your application is selected, below are the terms and conditions for a grant award.

GRANT REQUIREMENTS & STATEMENT OF WORK: The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work.

PAYMENT PROVISIONS: Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$TBD**. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. Any work done outside of the period of performance shall be provided at no cost to DOH.

BILLING PROCEDURE: Payment to the Grantee for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

GRANTEE RESPONSIBILITIES:

- A. The Grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of DOH on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to DOH. The Grantee is responsible for notifying DOH about any significant problems relating to the administrative or financial aspects of the award.
- B. The requirements of this award are contained in the Grant Application, the General Terms and Conditions and Statement of Work unless otherwise specified in the award instrument. Certain applicable federal standards are incorporated by reference.
- C. By acceptance of this award, the Grantee agrees to comply with the applicable federal requirements and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary, and reasonable for the conduct of the project, and that the proposed action:
 - 1. Is consistent with the award terms and conditions;
 - 2. Represents effective utilization of resources; and
 - 3. Does not constitute a significant project change

AGREEMENT ALTERATIONS AND AMENDMENTS: This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Only the Contracting Officer or his/her delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this agreement is effective or binding unless made in writing and signed by authorized parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CHANGE IN STATUS: In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify DOH of the change. Grantee shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state laws and administrative rules governing confidentiality. Specifically, the Grantee agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Grantee shall immediately notify the DOH Chief Information Security Officer (security@doh.wa.gov). For the purposes of this Agreement, "immediately "shall mean within one business day.

The Grantee will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Grantee agrees to indemnify and hold the Agency harmless for any damages related to unauthorized use or disclosure by the Grantee, its officers, directors, employees, Subgrantees or agents.

Any breach of this clause may result in termination of the agreement and the demand for return of all confidential information.

B. Subsequent Disclosure

The Grantee will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Grantee agrees to notify and discuss with the DOH Chief Information Security Officer requests for all information that are part of this Agreement, prior to disclosing the information. The Grantee further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

DEBARMENT: The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved, either party may submit a request for non-binding mediation to the other party through the DOH Contracts Unit and the DOH Contracts Unit will notify the other party of the request for non-binding mediation. DOH Contracts will act as the initial coordination point and manage the non-binding mediation communication to and from the parties.

Each party agrees that DOH will identify three mediators who are neutral to both parties. Each party agrees that Contractor will identify one of the three mediators to engage in this process. Each party agrees that it will be responsible for one-half (1/2) the cost of the mediator. Each party agrees that the non-binding mediation will occur at a time and place convenient to all parties, including the mediator, and that preference is for the mediation to occur in Olympia or Tumwater, Washington. Each party agrees the mediation is non-binding.

A party's request for a non-binding mediation must:

- Be in writing,
- clearly state the disputed issues,
- state the relative positions of the parties, the Contractor's name, address, and his/her contact number, and the DOH Program Contract Manager.
- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to <u>DOHCON.MGMT@DOH.WA.GOV</u> with the subject line clearly displaying the contract number and the word "DISPUTE."

The non-binding mediation process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. Both parties have a duty and responsibility to pursue and engage in non-binding mediation in a timely manner. However, the requesting party may pursue judicial or quasi-judicial action prior to the completion of non-binding mediation if the subject party unnecessarily delays or intentionally frustrates the mediation process.

GOVERNANCE: This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 - 1. Special Terms and Conditions (Exhibit C if used)
 - 2. Primary document (document that includes the signature page)
 - 3. Standard/General Terms and Conditions (Exhibit B)
 - 4. Statement of Work (Exhibit A)
 - 5. Contractor Vaccination Certification (Exhibit D)

HOLD HARMLESS: The Grantee shall defend, protect and hold harmless the State of Washington, DOH, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Grantee or subgrantee, or agents of either, while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any 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, or otherwise results in an unfair trade practice.

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

INDUSTRIAL INSURANCE COVERAGE: The Grantee shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this agreement, the Grantee shall provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW and shall maintain full compliance with Title 51RCW during the course of this agreement. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Grantee the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by DOH under this agreement and transmit the deducted amount to the Department of Labor & Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

NONDISCRIMINATION: During the performance of this agreement, the Grantee shall comply with all federal and state nondiscrimination laws, regulations and policies.

NONDISCRIMINATION LAWS NONCOMPLIANCE: In the event of the Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with DOH. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

RECORDS MAINTENANCE: The parties to this agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION: The Grantee shall provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement. The Grantee shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their confidential information according state and federal law. The Grantee's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of confidential information obtained or used as a result of this agreement shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAVINGS: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may terminate the Grant under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

SECURITY OF INFORMATION: Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the
 National Institute of Standards and Technology (NIST) Cryptographic Algorithm
 Validation Program against all information stored locally and off-site. Information must
 be encrypted both in-transit and at rest and applied in such a way that it renders data
 unusable to anyone but authorized personnel, and the confidential process, encryption
 key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: https://ocio.wa.gov/policy/securing-information-technology-assets.
- It will provide DOH copies of its IT security policies, practices, and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor, and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented antivirus strategies that assure all systems are running the most current antivirus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
 - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
 - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
 - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;

- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

SEVERABILITY: If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

SUBGRANTING: Neither the Grantee, nor any subgrantee, shall enter into subgrants for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subgrant operate to release or reduce the liability of the Grantee to DOH for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this agreement.

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subgrants.

SURVIVABILITY: The terms and conditions contained in this agreement will survive the completion, cancellation, termination, or expiration of the agreement.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may give notice to Grantee to suspend performance as an alternative to termination. DOH may elect to give written notice to the Grantee to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this agreement. Notice may include notice by facsimile or email to the Grantee's representative. The Grantee shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give the Grantee written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Grantee will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Grantee gives notice to DOH that it cannot resume performance, the parties agree that the agreement will be terminated retroactive to the original date of termination. If the date Grantee gives notice that it can resume performance is not acceptable to DOH, the

parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the agreement will be terminated retroactive to the original date of termination.

TAXES: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

TERMINATION: Either party may terminate this agreement upon 30 days' prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

To reduce the spread of COVID-19, Washington State Governor Jay Inslee, pursuant to emergency powers authorized in <u>RCW 43.06.220</u>, issued <u>Proclamation 21-14 – COVID-19 Vaccination Requirement</u> (dated August 9, 2021), as amended by <u>Proclamation 21-14.2 – COVID-19 Vaccination Requirement</u> (dated September 27, 2021) and as may be amended thereafter. The Proclamation requires contractors/vendors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.