

# Request for Funding Application (RFA) for School-Based Health Centers



## RFA Overview

### Application Title:

School-Based Health Center Grant: Improving Health Care Access for Children and Adolescents in Washington

### Anticipated Funding:

- One (1) \$50,000 planning grant to plan for a new school-based health center (SBHC) in a community or school where one does not currently operate.
- Six (6) \$150,000 operations grants to maintain, improve, or expand services at an established SBHC

### Project Year: September 1, 2024 – June 30, 2025

Grant awards will be for 10 months. Grantees may receive additional funding in the July 2025 through June 2026 grant cycle based on meeting grant deliverables, readiness for the next grant phase, and the availability of state funding.

### RFA Schedule:

This schedule is subject to change at the discretion of the Washington State Department of Health (DOH). DOH must receive all required documents by the due dates and times specified.

<b>RFA Release Date</b>	May 8, 2024
<b>Application Due Date</b>	June 14, 2024, 11:59 PM PST
<b>Notification of Contract Awards</b>	July 12, 2024
<b>Anticipated Contract Start Date</b>	September 1, 2024
<b>Application Link</b>	<a href="https://redcap.link/FY25SBHC">https://redcap.link/FY25SBHC</a>
<b>Email Questions to</b>	<a href="mailto:AdolescentHealthUnit@doh.wa.gov">AdolescentHealthUnit@doh.wa.gov</a>

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## Purpose

The Washington State Department of Health (DOH) is committed to reducing health disparities and improving access to health care services for youth and their families. As part of our efforts to reduce racial, ethnic, economic, and geographic disparities, these grant funds will help increase access to and improve the quality of medical and behavioral health care and services for children and adolescents in communities that have been and continue to be medically underserved in Washington state.

## 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.

## About SBHCs

SBHCs are an evidence-based and highly effective model for providing high quality and culturally responsive medical and behavioral healthcare services to young people who might otherwise not have access to it. Washington's first SBHC program began in Seattle in 1989. Today, there are over 70 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](#).

Working together with the school community, SBHCs provide accessible, youth-friendly, age-appropriate, culturally-responsive health care to students where they already spend much of their time—at school. SBHCs are particularly effective in delivering care to young people who may not seek or be able to access care elsewhere. Removing barriers to health and learning, SBHCs improve both health and educational outcomes, improving prospects for lifelong health.

In recognition of the important roles SBHCs play in responding to the medical and behavioral health care needs of young people, the Washington State Legislature passed [Substitute House Bill 1225](#) in 2021. [The law \(RCW 43.70.825\)](#) 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. **The law 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 [on a school campus] 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 on the WA SBHA website.

## Who can apply?

Community-based organizations, schools, and healthcare organizations can submit an application for an SBHC planning grant. SBHC healthcare sponsors can submit an application for an SBHC operations grant. Find a complete list of eligible organizations in the [eligibility section of this RFA](#).

To recognize government-to-government relationships, and the moral and legal responsibility to honor Indian Nations, Tribal and Indigenous communities and representative organizations are strongly encouraged to apply.

## SBHC Grant Overview

SBHC grant recipients will carry out projects to either plan for or operate an SBHC that will serve a community or group that is historically underserved.

Eligible organizations must submit a project proposal and grant application that meets the grant purpose and all grant requirements. Planning grant applicants should submit only one proposal per SBHC site but can submit applications for multiple sites. Operations grant applicants may submit a proposal for multiple SBHC sites but should address unique SBHC site-specific needs, separate

from currently funded operations. Current DOH grantee SBHC sites are not eligible for additional funding.

This grant intends 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
- Contribute to efforts to advance health equity throughout Washington, and prioritize serving, engaging, and supporting communities and populations that are historically underserved, including Tribal and Urban Indian communities.

## Responding to a Community Need

DOH centers equity and social justice in all public health activities. As such, all grantees are expected to do the same. In accordance with [RCW 43.70.825](#), all proposed projects must be delivered in schools or school districts serving a high percentage of students (51% or more) from **populations and communities that have been and continue to be underserved**.

Our definition of historically underserved aligns 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 may include any of the following:

- Students who identify as Black, Indigenous, or Persons of Color (BIPOC).
- Students with disabilities.
- Students receiving English Learner services .
- Students who are immigrants.
- Students experiencing homelessness.
- Students with experience in foster care, with Child Protective Services, or both.
- Students with experience in juvenile justice system, before or after graduation.
- Students who identify as Two Spirit - LGBTQ+.
- Students receiving free or reduced-price lunch, students living at or below the [Federal Poverty Level](#), or both.
- Students receiving special education services.
- Students living in areas with low access to health care services, including health professional shortage areas, medically underserved areas, and rural or [Frontier and Remote Areas \(FAR\)](#).

## Funding Priority Characteristics

We will **prioritize** applicants that meet all grant requirements outlined in [Table 2](#) of this RFA and 1 or more of the following:

- Led by a Tribe, partner with a Tribe, or partner with a Tribal or Indigenous organization. You can include a Letter of Support or list them as co-applicants on the same application.
- Serve the highest proportion of students furthest from educational justice.
- Have the highest financial need for grant funds to support their SBHC or project.

## Grant Activities and Scope of Work

Grant recipients will complete projects to either plan for, operate, improve, or expand an SBHC.

Recipients must complete their proposed and required activities for this grant. Table 1 outlines the grant types, required grant activities, and allowable grant activities and costs.

<b>Table 1: Grant Types and Activities</b>		
<b>Grant Type</b>	<b>Planning Grant</b>	<b>Operations Grant</b>
<b>Amount</b>	Up to \$50,000	Up to \$150,000
<b>Purpose</b>	Gather information, support, and identify resources to plan for a new SBHC in a community or school where one does not currently operate.	Maintain operations, complete an improvement project, or expand services at an existing SBHC.
<b>Required Grant Activities</b>	<ul style="list-style-type: none"> <li>Engage with SBHC community (i.e., students, school staff, families)</li> <li>Assess community need for SBHC</li> <li>Develop formal partnership, including signed agreements, and build relationships between the school, school district, and healthcare sponsor</li> <li>Write an SBHC business plan</li> <li>Participate in training and technical assistance activities</li> </ul>	<ul style="list-style-type: none"> <li>Develop a grant implementation plan for maintaining, expanding, or improving SBHC services</li> <li>Collect and report on DOH SBHC performance measures</li> <li>Participate in training and technical assistance activities</li> </ul>
<b>Allowable Grant Activities and Costs</b>	<ul style="list-style-type: none"> <li>Staff time</li> <li>Community and youth engagement activities, including food and stipends</li> <li>Training</li> <li>Supplies</li> </ul>	<ul style="list-style-type: none"> <li>Core staffing</li> <li>Community and youth engagement activities, including food and stipends</li> <li>Training</li> <li>Supplies</li> <li>Equipment</li> <li>Technology</li> <li>Furniture</li> <li>Marketing</li> <li>Telehealth or mobile equipment to add services or extend reach of SBHC</li> <li>Additional staffing for expanded services</li> </ul>

## Grant Requirements

Applicants must meet all requirements outlined in Table 2.

Table 2: SBHC Grant Requirements	
<b>SBHC Sites</b>	<p>The proposed project must be for an SBHC that will:</p> <ul style="list-style-type: none"> <li>• Be in or adjacent to a school (on a school campus).</li> <li>• Be in and serve a community or population that is historically underserved.</li> <li>• Provide services during regular school hours (hours of operation can depend on size and needs of school population) and offer some before or after school hours to accommodate student and family needs.</li> <li>• Provide services to all students at low or no cost regardless of ability to pay or 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.</li> </ul>
<b>Staffing and Services</b>	<p>During the grant period or once operational, the SBHC must provide integrated, comprehensive primary medical and behavioral health care services that are responsive to the community and the young people they serve, including at minimum:</p> <ul style="list-style-type: none"> <li>• <b>On-site primary care</b> (minimum 10 hours/week across multiple days) provided by advanced practice providers (i.e., nurse practitioners, physician's assistants, medical doctors, doctors of osteopathy, and/or naturopathic doctors)</li> <li>• <b>Behavioral health services</b> (minimum 10 hours/week across multiple days) provided by <a href="#">licensed behavioral health providers</a> (or if behavioral health providers are not licensed, they must be supervised by a licensed behavioral health provider in accordance with applicable laws and regulations)</li> <li>• <b>On-site clinic coordination</b> (minimum 15 hours/week across multiple days) to include outreach and engagement, scheduling, and care coordination, and liaising between the school community and SBHC providers</li> </ul> <p><b>Staffing:</b> In addition to SBHC providers and staff, the health care sponsor must have staff to provide leadership, clinical supervision and support, and administrative support to the SBHC providers and clinic coordination staff.</p> <p>All clinical staff must hold a current license to practice in Washington State in their stated discipline, and it must be in good standing.</p> <p><b>Services:</b> The SBHC must provide referrals for continuity and coordination of care,</p>

	<p>including:</p> <ul style="list-style-type: none"> <li>• Referrals to and follow-up for specialty care and for other services not provided at the SBHC (e.g., oral and vision health services)</li> <li>• Referrals to community providers when the SBHC is closed</li> </ul> <p>Additional primary medical and behavioral health services, beyond services provided on-site, may be provided to students through telehealth to extend the reach and hours of the SBHC. SBHCs may also offer additional services such as dentistry, vision services, and other specialty care.</p> <p>See the <a href="#">Washington School-Based Health Alliance website</a> for examples of <a href="#">SBHC services</a> and <a href="#">staffing</a> models.</p>
<b>Youth-Friendly Environment</b>	<p>SBHCs must provide a welcoming and inclusive environment and age-appropriate, youth-centered, youth and family-friendly, culturally- and community-responsive care that is grounded in a healing-centered (trauma-informed) approach. SBHCs will strive toward the <a href="#">SBHC Core Competencies</a> developed by the national School-Based Health Alliance:</p> <ul style="list-style-type: none"> <li>• Access</li> <li>• Student Focus</li> <li>• High-Quality Care</li> <li>• Collaborative School Partnerships</li> <li>• School Wellness</li> <li>• Systems Coordination</li> <li>• Sustainability</li> </ul>

## Applicant Eligibility

### Planning Grant Eligibility

Planning grant applicants must be one of the following:

- A public school, school district, or Educational Service District (including charter schools, locally or federally operated Tribal schools, and juvenile justice centers) serving students between kindergarten and 12th grade in Washington state.
- 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 health care organization intending to sponsor the SBHC.

Additionally, applicants must:

- Have a current license in good standing to do business in Washington state, or equivalent as applicable.
- Have capacity to complete grant project activities listed in [Table 1](#).
- Be interested in an SBHC planning project that would meet the requirements for staffing and services listed in [Table 2](#). The potential SBHC would be in or adjacent to a public school (including charter schools, and locally or federally operated Tribal schools) and serve students between kindergarten and 12th grade in Washington state.

- Serve a community or population that is historically underserved based on the definition in the [Community Need section](#).
- Have support from the community (families, parents, youth) and school the SBHC will serve. This includes support from the school principal, school nurse, and school district to apply for the SBHC planning grant.

## Operations Grant Eligibility

Operations grant applicants must be the health care agency sponsoring an existing SBHC. The health care agency must:

- Have a current license in good standing to do business in Washington state, or an equivalent as applicable.
- Have capacity to complete grant project activities listed in [Table 1](#) and any activities needed for your unique grant project.
  - Be able to manage funds, staff, and operations for the SBHC.
  - Provide appropriate clinical supervision to the SBHC and ensure all providers practice within the scope of their license.
  - Bill third parties, including Medicaid and other federal sources, for reimbursement of services.
  - Collect and report on required grant performance measures.
- Meet SBHC staffing and services requirements listed in [Table 2](#) and the needs of the community served by the SBHC.
- Serve a community or population that is historically underserved based on the definition in the [Community Need section](#).
- Have the support and endorsement of the community or population the SBHC serves.
- Have a financial need for grant funds.
- Have enough funding, with support from a DOH Operations Grant to provide primary medical and behavioral health services at the SBHC during the grant period.

## Funding Terms and Conditions

The following requirements and limitations apply to all grant applicants:

- The applicant will act as the fiscal agent, meaning the applicant is responsible for managing the finances and operations of the project.
- All grant awards will be formalized as deliverable-based contracts subject to the DOH terms and conditions outlined in [Appendix C](#) of this RFA. Recipients will receive award funds upon completion of deliverables outlined in the contract. The schedule of deliverables and payment is flexible, as long as work is completed within the contract period.
- Grant awards after 1 grant cycle of funding are not guaranteed.
- Grantees **may** have the option to renew contracts for additional funding and a 12-24-month contract period based on performance (meeting grant deliverables), readiness for the next grant phase, and availability of state funding.
- Indirect and/or administrative costs cannot be more than the federally or DOH-approved rate for your organization, or more than 10% of the total grant award.
- For applicants with multiple planning projects, please submit one application per SBHC site.



## Important Information about Timelines and Updates

- All Request for Funding Application activities and timelines are estimated due dates. The terms and dates listed in this RFA are subject to change at the sole discretion of the DOH. DOH reserves the right to amend the schedule at any time and for any reason.
- We will post any changes or updates on the [SBHC WA Portal webpage](#).
- Applicants are responsible for downloading any amendments from the webpage. DOH is not responsible for any misplaced or misdirected documentation.
- All awards will be subject to DOH contracting terms and conditions (see [Appendix C](#)).

## How do I apply for a grant?

Complete the [application](#) and upload all supporting documents, by 11:59 PM Pacific Standard Time on June 14, 2024. [Templates](#) are available for supporting documents. You can use the application checklists in [Appendix B](#) to prepare for submitting your application.

## Application Requirements

Application requirements for SBHC planning, start-up, and operations grants:

1. Meet the [applicant eligibility criteria](#) for the grant type you are applying for.
2. Meet, or commit to working to meet, all grant requirements outlined in [Table 2](#).
3. Complete the [application](#) and clearly demonstrate the following:
  - a. Grant project purpose and activities to plan, operate, improve, or expand an SBHC. Describe all required grant activities ([Table 1](#)) in the workplan, as well as identify specific activities needed to carry out your unique project. Planning grants should use the workplan template to create your project workplan, including required and unique activities.
  - b. Project budget, including a budget narrative and an itemized budget, for the 10-month grant period that shows how you will use grant funds and that your organization has enough funding for your proposed project. Operations grant applicants should demonstrate their financial need for grant funding. The budget documents should align with the project proposal and workplan. Use the budget narrative and itemized budget workbook templates.
  - c. Ability and capacity to carry out the project and once operational, meet the SBHC services and staffing requirements outlined in [Table 2](#).
  - d. Use stories and data to show community need (see [Appendix A](#)) and how the project will meet the community's unique needs.
  - e. Use stories and required letters of support to show the community's support for the SBHC.
  - f. A plan for collecting, documenting, and storing confidential data and reporting data to DOH.
  - g. Complete and submit the following required attachments with your application:
    - i. Project workplan (planning grants only)
    - ii. Budget narrative
    - iii. Itemized budget workbook
    - iv. Required letter(s) of support from school staff, school administration, and

- district administration
- v. Required letters of support from organizations or entities that represent the community or population the SBHC will serve.

## Demonstrating Community Support and the Value of Relationships

Successful SBHCs have strong relationships and partnerships between the community, school, and the healthcare agency that staffs and manages the SBHC. Your grant application must demonstrate an established supportive community relationship. Please include the following:

- A letter of support from the school administration (i.e., principal), school district administration (i.e., superintendent), and supporting school staff members (i.e., school nurse, school social worker, counselor, etc.).
- *If available*, a copy of the formal agreement (such as a Memorandum of Understanding, Memorandum of Agreement, Lease Agreement, etc.) between the school and the SBHC health care sponsor.
- At least 2 letters of support from community organizations or members that represent the community or population that your SBHC serves or will serve.
  - Examples could include the school's Parent Teacher Association, student groups, school board members, after-school program organizations, or other youth-serving organizations.

If you are not able to provide letters of support, please let us know why. We can conduct phone interviews or reference checks to support your application.

## Application Attachment Templates

Use the templates below to ensure you meet all grant requirements. If you need an alternative format, please contact us at [AdolescentHealthUnit@doh.wa.gov](mailto:AdolescentHealthUnit@doh.wa.gov).

- [Planning grant project workplan](#) (Word version)
  - Or [planning grant project workplan](#) (Excel version)
- [Budget workbook](#)
- [Budget narrative](#)
- [School letter of support](#) (optional template)
- [Community letter of support](#) (optional template)

You can upload your completed application attachments in the application form.

## Public Records and Freedom of Information Act Disclaimer

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](mailto:adolescenthealthunit@doh.wa.gov).

## Application Scoring

A panel of DOH staff and partners will review and score the applications. We will select applications

that have a high score, meet priority characteristics, and expand access to medical and behavioral health care for young people. Incomplete applications or ones that do not meet eligibility or grant requirements will not be scored.

The example scoring criteria provided below outlines all application sections and how each will be scored:

Category	Planning Grants	Operations Grants
<p><b>Eligibility</b></p> <p>Applicant met all grant eligibility and requirements for their selected grant type.</p>	Up to 5 points	Up to 5 points
<p><b>Applicant Profile</b></p> <p>All requested information, including the organization name, contact information, and name of school and/or school district for the SBHC site.</p>	Up to 5 points	Up to 5 points
<p><b>Project Proposal</b></p> <p>The ideal applicant will describe a project plan that is clear, well-reasoned, realistic, and innovative.</p> <ul style="list-style-type: none"> <li>• Proposed SBHC planning, operations, improvement, or expansion project, its purpose, and linked it to medical and behavioral health services and needs.</li> <li>• <i>(Planning grants only)</i> Identified unique project activities and required grant activities.</li> <li>• <i>(Planning grants only)</i> Outlined how they will do the work, what activities they will do, how they will do it, who will do it, and by when.</li> <li>• <i>(Planning grants only)</i> Described the organization’s infrastructure and capacity to complete the work described in the project.</li> </ul>	Up to 20 points	Up to 5 points
<p><b>SBHC Staffing and Services</b> <i>(operations grants only)</i></p> <p>The ideal applicant will demonstrate a thorough understanding of the needs of their youth and community and preparedness to provide comprehensive and appropriate care at the SBHC and through referrals.</p> <ul style="list-style-type: none"> <li>• The SBHC’s staffing and services model meets or exceeds the requirements of <a href="#">Table 2</a>.</li> <li>• Described the baseline and expected level of health services.</li> <li>• Described readiness to implement new or expanded</li> </ul>	N/A	Up to 20 points

Category	Planning Grants	Operations Grants
<p>health services.</p> <ul style="list-style-type: none"> <li>Described how the SBHC services are responsive to the needs of the young people and the community.</li> </ul>		
<p><b>Community Need</b></p> <p>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.</p> <ul style="list-style-type: none"> <li>Described the SBHC community and population(s) of focus.</li> <li>Described how the SBHC patient population meets the definition of historically underserved.</li> <li>Identified health gap(s) and need(s) in their community.</li> <li>Described how the proposed SBHC project will address the identified need(s).</li> </ul>	Up to 20 points	Up to 20 points
<p><b>Community Support</b></p> <p>The ideal applicant will demonstrate they have established relationships and support with key groups.</p> <ul style="list-style-type: none"> <li>Has sought and established relationships with key SBHC organizational partners, like the school and health care partners.</li> <li>Has relationships with youth and families.</li> <li>Described history or plans to ask for and act on feedback from partners.</li> </ul>	Up to 15 points	Up to 15 points
<p><b>Data Collection</b> <i>(operations grants only)</i></p> <p>The ideal applicant will be ready to collect and report SBHC data.</p> <ul style="list-style-type: none"> <li>Described process for collecting, documenting, and storing confidential data for the SBHC.</li> <li>Included how the data collection process meets HIPAA and FERPA requirements.</li> </ul>	N/A	Up to 10 points
<p><b>Project Workplan</b> <i>(planning grants only)</i></p> <p>A completed and attached project workplan. The workplan includes all proposed activities and milestones for their unique project <b>and</b> required grant activities. The workplan aligns with the proposed project narrative, budget, and grant requirements.</p>	Up to 20 points	N/A
<p><b>Project Budget</b></p>	Up to 20	Up to 20

Category	Planning Grants	Operations Grants
<p>Completed and attached itemized budget workbook and budget narrative.</p> <ul style="list-style-type: none"> <li>Total requested amount meets the grant funding, and the applicant identified other match or in-kind funding contributions for any funds needed in addition to the grant to complete their project.</li> <li>If applicable, included reimbursement strategies for private and public insurance.</li> <li>Total budget seems reasonable and adequate for the proposed project.</li> <li>Budget aligns with the project narrative and the workplan.</li> </ul>	points	points
<p><b>Demonstrated Support</b></p> <p>The applicant included a letter of support from the school administration, school district administration, and supporting staff members, and at least two community members or organizations representing the applicant’s community or population(s) of focus.</p>	Up to 30 points	Up to 30 points
<p><b>Additional Application Characteristics</b></p> <p>Applications that meet and demonstrate priority characteristics will receive additional points. These include:</p> <ul style="list-style-type: none"> <li>Tribal-led or have a Tribal or Indigenous partnership, or both.</li> <li>Project serves a high proportion of students furthest from educational justice.</li> <li>Project has a high financial need for grant funds to support their SBHC or project.</li> </ul>	Up to 15 additional points	Up to 15 additional points
<b>Total Points:</b>	<b>135</b>	<b>130</b>

### Notice of Award

We will send a notification to the email address you listed on your application by July 12, 2024. The notification will include:

- If your application was accepted
- Your allocated level of funding

### Process for Challenging a Decision

If you would like to challenge a decision, please contact us within 3 business days of receiving the

notification at [AdolescentHealthUnit@doh.wa.gov](mailto:AdolescentHealthUnit@doh.wa.gov). We will consider challenges if the scoring process was unfair, flawed, or if you didn't understand the RFA requirements. Please explain why you're challenging a decision and suggest a solution. Please let us know if you would like feedback or summaries of selected applicants, and we will schedule a debrief.

## Grant Support

[Register for DOH's informational webinar](#) describing this grant opportunity and the application process on May 14, 2024, at 12:00 PM PST. The webinar will be recorded and available on the [SBHC WA Portal webpage](#) for anyone who is not able to attend.

Please send your questions about the RFA or application to [AdolescentHealthUnit@doh.wa.gov](mailto:AdolescentHealthUnit@doh.wa.gov) by Friday at 5:00 PM. We will post answers to frequently asked questions on the [SBHC WA Portal webpage](#) by the following Tuesday.

Applicants can find resources on SBHCs, including planning for and operating an SBHC, on the [Washington School-Based Health Alliance webpage](#). Applicants may also reach out to WA SBHA ([info@wasbha.org](mailto:info@wasbha.org)) for consultation or review of your grant application.

## Appendix A: Demonstrating Community Need

Your project must demonstrate the SBHC or proposed SBHC will serve a school with at least 51% or more students that come from a community that has been historically underserved. We have provided the [definition in the Community Need section of this RFA](#). Meeting this requirement does not guarantee funding.

Please include clear evidence, including data and stories, describing the identified community or population(s) that has been historically underserved, how it meets the definition of historically underserved and the 51% proportion requirement, and a description of the applicant's experience or expertise serving that community or population(s). You can also include any relevant data or information to demonstrate the medical or behavioral health need of your identified community or population(s).

Some examples of data sources that are publicly available include:

- [Washington State Report Card](#) (OSPI) – contains data on student demographics, and student population characteristics, including homelessness, disability/Section 504, English as a Second Language, foster care
- [Healthy Youth Survey](#) (contact your school's survey coordinator or HYS representative at OSPI)
- [COVID-19 Student Survey](#) (contact your school's survey coordinator)
- [Child Nutrition Eligibility for Free and Reduced-Price Meals](#) (OSPI)
- [Medically Underserved Areas and Populations Map](#) (DOH)
- [Washington Tracking Network](#) (DOH)
- [Child Opportunity Map](#) (Diversity Data Kids)

# Appendix B: Application Checklists

## Planning Grant Checklist

### Eligibility

- The applying organization is one of the following:
  - A public school, school district, or Educational Service District (including charter schools, locally or federally operated Tribal schools, and juvenile justice centers) serving students between kindergarten and 12th grade in Washington state.
  - A community-based nonprofit organization, including Tribal programs, representing the community to be served by the SBHC.
  - A health care organization (including hospitals, public health departments, 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 SBHC Sponsoring Health Care Agency.
- The applying organization has a license to do business in the State of Washington, or an equivalent as applicable.
- The applying organization has the infrastructure and capacity to complete all planning grant activities ([Table 1](#)).
- The identified school or school district where the SBHC would be located is a public school (including charter schools, and locally or federally operated Tribal schools) serving K-12 students in Washington state.
- The applying organization is interested in planning for an SBHC that, if or when operational, would meet the requirements in [Table 2](#), including:
  - The SBHC would be in or adjacent to the school (on the school campus).
  - The SBHC would provide on-site comprehensive and integrated medical and behavioral health care services at least once per week during regular school hours.
  - All clinical staff would have a current license to practice from DOH or equivalent entity. Behavioral health staff that practice without a license will be supervised by a licensed clinical provider.
  - The SBHC will collaborate with providers in the community for referrals, consultation, and for care not provided at the SBHC or when the SBHC is closed. Telehealth is acceptable.
- The proposed SBHC will be delivered in a school or school district serving a high proportion (51% or higher) of students who come from a [community or population that has been historically underserved](#).
- The applying organization has support from the community and school where the SBHC would be located.

### Application Materials

Please submit the following no later than 11:59 PM (Pacific Time) on June 14, 2024:

- Complete [online application](#)



Copies of Letters of Support, Memorandums of Understanding (MOUs), Tribal Resolutions, or Tribal Letters of Support from:

- School administration, school district administration, and supporting staff
- At least 2 community organizations, members, or representative groups demonstrating support from the community the SBHC will serve.

SBHC budget narrative and itemized budget for the September 1, 2024 – June 30, 2025, grant period. Please use the template provided in the application and include funds from this RFA and other funding sources. Budget documentation should align with your project narrative and the project workplan.

Project workplan that outlines specific activities for your unique project and required [scope of work activities](#). Please use the template provided in the application. The project workplan should align with the project narrative in your application and the budget documentation.

# Operations Grant Checklist

## Eligibility

- The applying organization is a health care organization (including hospitals, public health departments, 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) that is the SBHC Sponsoring Health Care Agency.
- The applying organization has a current license in good standing to do business in the State of Washington, or an equivalent as applicable.
- The applying organizations has the capacity to:
  - Complete all grant and project activities ([Table 1](#)).
  - Manage funds, staff, and operations for the SBHC.
  - Provide appropriate clinical supervision to the SBHC and ensure all providers practice within the scope of licenses.
  - Bill third parties, including Medicaid or other federal sources, for reimbursement of services.
  - Collect and report on required grant performance measures.
- The SBHC is located in or adjacent to a public school (including charter schools, and locally or federally operated Tribal schools) serving K-12 students in Washington state.
- The applying organization has agreements (such as a Memorandum of Agreement, Memorandum of Understanding, lease agreement, or Tribal Resolution, etc.) in place with and support of the school and school district where the SBHC is located.
- The SBHC meets all SBHC staffing and services requirements listed in [Table 2](#) and the needs of the community.
- The SBHC will serve a high proportion (51% or higher) of students who come from a [community or population that has been historically underserved](#).
- The SBHC is supported and endorsed by the community or population it serves, including youth, the school, and families.
- The SBHC has a financial need for grant funds, and will have sufficient funding to complete proposed project, with support from a DOH Operations Grant.

## Application Materials

Please submit the following no later than 11:59 PM (Pacific Time) on June 14, 2024:

- Complete [online application](#)
- Copies of Letters of Support, Memorandums of Understanding (MOUs), Tribal Resolutions, or Tribal Letters of Support from:
  - School administration, school district administration, and supporting staff
  - At least 2 community organizations, members, or representative groups demonstrating support from the community the SBHC will serve.
- SBHC budget narrative and itemized budget for the September 1, 2024 – June 30, 2025, grant

period. Please use the template provided in the application, include funds from this RFA and other funding sources, and demonstrate financial need for grant funding. Budget documentation should align with your project narrative and the project workplan.

## Appendix C: 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 funds outlined in the final contract statement of work and budget. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without 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.
  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](mailto: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 the 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 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 [DOHCON.MGMT@DOH.WA.GOV](mailto:DOHCON.MGMT@DOH.WA.GOV) 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:**

- A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, DOH may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to



RCW 49.60.530(3). Any such suspension will remain in place until DOH receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DOH shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DOH for default under this provision.

**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 or 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, 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 to 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 because 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, change, or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services by:
  - 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 the 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.