

STATE OF WASHINGTON HEALTH CARE AUTHORITY

REQUEST FOR APPLICATIONS (RFA) RFA NO. 3591

NOTE: If you download this RFA from the Health Care Authority website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFA Coordinator in order for your organization to receive any RFA amendments or Applicant questions/agency answers. HCA is not responsible for any failure of your organization to send the information or for any repercussions that may result to your organization because of any such failure.

PROJECT TITLE: Transformation Enhancement Grant

APPLICATION DUE DATE: April 10, 2019 by 5:00 p.m. Pacific Daylight Time, Olympia, Washington, USA.

E-mailed bids will be accepted. Faxed bids will not.

ESTIMATED TIME PERIOD FOR CONTRACT: May 1, 2019 to October 31, 2019. (September 30th, 2019 for delivery of service with reports to be completed by October 31, 2019.)

APPLICANT ELIGIBILITY: This procurement is open to those Applicants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.



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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Health Care Authority, hereafter called "HCA", Division of Behavioral Health and Recovery (DBHR), is allocating funds from the Substance Abuse and Mental Health Services Administration's (SAMHSA) Federal Mental Health and Substance Abuse Block Grants to promote behavioral health Trauma Informed Approaches (TIA) in the State of Washington.

This RFA is inviting government/public agencies, or non-profit organizations providing services within the state of Washington; that serve and support individuals with behavioral health challenges along the behavioral health continuum of care in their community, to apply for this grant to promote adoption of TIA into their organization. These organizations will need to commit to implementing TIA, per SAMHSA's Concept of Trauma and Guidance for a TIA.

For purposes of this grant opportunity, TIA is anchored in SAMHSA's 6 principles of TIA: Safety; Trustworthiness; Peer support; Collaboration and Mutuality; Empowerment, Voice and Choice; Cultural, Historical and Gender Issues. A strong reference guide is Part 2 of SAMHSA's Treatment Improvement Protocol (TIP) 57 for agencies found here: and for community partners, SAMHSA's Concept of Trauma and Guidance for a TIA found here:

Awarded funds will be used to:

- Expand existing implementation of TIA;
- · Work through barriers in implementing TIA; and
- Leverage existing partnerships or create new partnerships in the community to expand and increase implementation of TIA to continue beyond the current work in the community and the timeframe of these dollars.

A TIA begins with understanding the physical, social, and emotional impact of trauma on the individual, as well as on the professionals who help them. A TIA to care acknowledges that community partners, health care organizations and care teams need to have a complete picture of the life situation of each individual seeking services in order to provide effective health care services with a healing orientation. Adopting trauma-informed practices is shown to improve patient engagement, treatment adherence, and health outcomes, as well as provider and staff wellness. It can also help reduce avoidable care and excess costs for both the health care and social service sectors.

Trauma-informed approach gives organizations and communities working with individuals:

- An acknowledgment of the impact of trauma on individuals experiencing behavioral health conditions;
- An acknowledgment of the impacts of trauma on individuals around us who have not reached out for support or services;
- The tools to recognize the signs of trauma; and
- The tools to integrate the organization's understanding of trauma into their policies, procedures and work, creating an environment that supports sustained wellbeing, prevention, early intervention and recovery for individuals seeking care and the staff and community that support them.

The goal of this project is to expand and support TIA work in the State of Washington by enhancing TIA work already in progress in our state, and for this project, specifically work that has a nexus or partnership with behavioral health.

Resources shall be designed so they continue beyond this funding through partnerships demonstrated in one of the ways listed in application requirements.

Each successful applicants will be awarded up to \$50,000.00 each, to sustain and grow or to develop TIA in their organization and/or community. Awarded funds will be used for any costs related to

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process improvement changes, workgroups, and communications internally and with the public that is related to the implementation of TIA in their organization. The funds will be dispersed 3 times over the course of the contract. The first disbursement will be made upon completion of the initial contracting process. The second and third will be distributed after the completion of a progress report due at the end of June and the final report due at the end of October 2019, one month after project completion.

HCA reserves the right to negotiate with applicants for project scope and funding amounts. Special consideration during selection may include community geographic location(s) to provide for project distribution statewide and overall risk ranking.

HCA will award up to \$1.5 million from the SAMSHA Mental Health and Substance Abuse Block Grants divided between no more than 60 contracts depending on need and scope of work. HCA will prioritize awards based on region, key partnerships, community involvement, demonstrated need and goals that match the requirements of the application. HCA reserves the right to award more or less contracts per region based on number of qualified applicants and applicant score.

HCA will require data collection to be completed as a part of all awarded grants. The application should demonstrate how the applicant plans to capture before, during and after data on the metrics identified in the proposed work plan. One example of how this can be done is through use of a scan tool at different points of the project.

HCA reserves the right to negotiate with ASA's on the proposed data collection process submitted with the work plan.

1.2. OBJECTIVES AND SCOPE OF WORK

- 1. The execution of the goals and objectives in the work plan agreed to as part of this grant. The work plan will need to include information on how and when data will be captured and with method or tool. All activities and work designated in the work plan must be completed by September 30, 2019. The work plan can include but is not limited to the following:
 - For <u>behavioral health agencies</u> this can include ongoing TIA practice transformation activities per SAMHSA's Concept of Trauma and Guidance for a TIA which include but are not limited to: Ongoing TIA practice transformation activities per part two of TIP 57.
 - Creating and incentivizing champions to promote TIA and supporting the organization in working through implementation challenges.
 - Creation and training of select teams to monitor steps or examine specific barriers to TIA implementation that arise.
 - Creation of tracking and reporting systems to improve understanding of the implementation of TIA in their organizations.
 - o Utilization of process improvement tools to implement TIA.
 - For <u>Community agencies</u> this can include ongoing TIA practice transformation activities per SAMHSA's Concept of Trauma and Guidance for a TIA which include but are not limited to:
 - Creating and incentivizing champions to promote TIA and supporting the community in working through implementation challenges.
 - Creation and training of a cross sector community group of champions for TIA to monitor steps or examine specific barrier to TIA implementation that arise.
 - Communicate with stakeholders about TIA, to elicit feedback, educate, and invite stakeholders and the community to participate in implementation and/or developing their strategy.
 - Host community advisory panels with current clients, community members, and staff to discuss impacts TIA will have on them and barriers to implementing improvements.
- 2. Applicants will need to form a partnership(s) demonstrated by agreeing to and signing the work plan between the two organizations prior to contract award. Partners need to be based in the

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same community and work with individuals receiving services along the behavioral health continuum

- A progress report on the work completed up to date based on the work plan submitted with RFA due 6/28/2019.
 - The progress report is to be a summary of work completed up to the time of writing of the report.
 - The progress report will include an update on work completed, challenges encountered during the work, and lessons learned.
- 4. A progress report on the work completed up to date based on the work plan submitted with RFA due 8/30/2019.
 - The progress report is to be a summary of work completed up to the time of writing of report.
 - The progress report will include an update on work completed, challenges encountered during the work, and lessons learned.
- 5. A final report due 10/31/2019 for final payment. Final report will require the following components:
 - Complete an updated scan using the tool used to develop the original work plan. Discuss
 the changes from the original scan to the current ones and what you felt contributed to
 this.
 - The narrative must include how the funds were used and reference the changes between the two scan tools/pre-post measures discussing how the dollars supported a change in scores.
 - Must include how TIA work has improved access to traditionally underserved populations.
 - Include a plan on how TIA work will continue with your partners and how you can use the work you completed to continue the work into the community.

1.3. MINIMUM QUALIFICATIONS

The following are the minimum qualifications to be eligible to apply:

- 1.3.1.Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within 30 calendar days of being selected as the Apparently Successful Applicant.
- 1.3.2.Applicants must be a government/public agency, or non-profit organization providing services within the state of Washington; that serve and support individuals experiencing the behavioral health continuum as defined in this application.

1.4. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFA is tentatively scheduled to begin on or about May 1, 2019 and to services delivery to end by September 30th, 2019. Final reporting will be due October 31, 2019. Amendments extending the period of performance, if any, will be at the sole discretion of HCA.

1.5. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Applicants should familiarize themselves with the requirements prior to submitting an Application that includes current or former state employees.

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1.6. **DEFINITIONS**

Definitions for the purposes of this RFA include:

Apparently Successful Applicant (ASA) – The Applicant selected as the entity to perform the anticipated services under this RFA, subject to completion of contract negotiations and execution of a written contract.

Applicant – Individual or company interested in the RFA that submits an application in order to attain a contract with the Health Care Authority.

Health Care Authority or HCA –an executive agency of the state of Washington that is issuing this RFA.

Application – A formal offer submitted in response to this solicitation.

Request for Applications (RFA) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFA is to permit the Applicant community to suggest various approaches to meet the need at a given price.

Trauma Informed Approach – refers to an approach that in cooperates the framework and guidance from part 2 of SAMSHA's TIP 57 and/or SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach.

Behavioral Health Agency - means an agency providing substance use prevention, early intervention, treatment, recovery supports, ancillary services provided to support a person or advance their recovery, and/or mental health treatment.

Behavioral Health Continuum - means substance use prevention, early intervention, treatment, recovery supports and/or mental health services.

Serious Emotional Distress (SED) – SAMHSA has clarified the definitions of SED, which were first, identified in the 1993 Federal Register them (May 10, 1993; 58 FR 29422-29425). Children with SED refers to persons from birth to age 18; (1) who currently meets or at any time during the past year has met criteria for a mental disorder – including within developmental and cultural contexts – as specified within a recognized diagnostic classification system (e.g., most recent editions of DSM, ICD, etc.), and (2) who displays functional impairment, as determined by a standardized measure, which impedes progress towards recovery and substantially interferes with or limits the person's role or functioning in family, school, employment, relationships, or community activities.

Serious mental illness (SMI) - SAMHSA has clarified the definition of SMI, which were first, identified in the 1993 Federal Register them (May 10, 1993; 58 FR 29422-29425). Adults with SMI refers to persons age 18 and over; (1) who currently meets or at any time during the past year has met criteria for a mental disorder – including within developmental and cultural contexts – as specified within a recognized diagnostic classification system (e.g., most recent editions of DSM, ICD, etc.), and (2) who displays functional impairment, as determined by a standardized measure, which impedes progress towards recovery and substantially interferes with or limits the person's role or functioning in family, school, employment, relationships, or community activities.

Substance use disorders (SUD) - means a condition that occurs when the recurrent use of alcohol and/or drugs causes clinically significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home.

Work Plan – means a business plan, project plan, or any other strategic business plan that lays out the goals and objectives with specific steps towards achieving the stated objective with a specific evaluation method to determine whether the plan was successful at its completion.

Government/Public agency – Means an educational service district, school district, law enforcement agency, therapeutic court or probation office, public health district, a recognized American Indian organization, an Urban Indian Health Organization, or a Tribe.

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Non-profit – Means any organization registered by the Washington Secretary of State under RCW 24.03 to do business in the state of Washington or is incorporated as a (501(c)(3).

Community Agency – An organization that works with and supports people working through behavioral health challenges but does not directly provide treatment. The organization can be a nonprofit or government/public agency as defined in the application.

1.7. **ADA**

HCA complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFA Coordinator to receive this RFA in Braille or on tape.

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2. GENERAL INFORMATION FOR APPLICANTS

2.1. RFA COORDINATOR

The RFA Coordinator is the sole point of contact in HCA for this procurement. All communication between the Applicant and HCA upon release of this RFA must be with the RFA Coordinator, as follows:

Name	Holly.jones@hca.wa.gov
E-Mail Address	contracts@hca.wa.gov
Mailing Address	Post Office Box 42702
	Olympia, Washington 98504-2702
Physical Address	626 8th Avenue SE
for Delivery	Olympia, WA 98504-2702
Phone Number	(360) 725-9597

Any other communication will be considered unofficial and non-binding on HCA. Applicants are to rely on written statements issued by the RFA Coordinator. Communication directed to parties other than the RFA Coordinator may result in disqualification of the Applicant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Applications	March 21, 2019
Questions Due from Applicants	March 28, 2019 – 2:00 pm
Answers Posted from HCA	April 2, 2019
Applications Due	April 10, 2019 – 5:00 pm
Evaluate Applications	April 11 through April 17, 2019
Announce "Apparently Successful Applicants" and send notification via e-mail to unsuccessful Applicants.	April 18, 2019
Debrief Request Due Date	April 23, 2019 5:00 PM
Hold Debriefing Conferences	April 25, 2019
Begin Contract Work	May 1,2019

HCA reserves the right in its sole discretion to revise the above schedule.

2.3. SUBMISSION OF APPLICATIONS

ELECTRONIC APPLICATIONS:

The Application must be received by the RFA Coordinator no later than the Application Due deadline in Section 2.2, *Estimated Schedule of Procurement*.

Applications must be submitted electronically as an attachment to an e-mail to the RFA Coordinator at the e-mail address listed in Section 2. Attachments to e-mail should be in Microsoft Word format or PDF. Zipped files cannot be received by HCA and cannot be used for submission of Applications. The Application Face Page and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Applicant to the offer. HCA does not

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assume responsibility for problems with Applicant's e-mail. If HCA e-mail is not working, appropriate allowances will be made.

Applications may not be transmitted using facsimile transmission.

Applicants should allow sufficient time to ensure timely receipt of the Application by the RFA Coordinator. Late Applications will not be accepted and will be automatically disqualified from further consideration, unless HCA e-mail is found to be at fault. All Applications and any accompanying documentation become the property of HCA and will not be returned.

2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Applications submitted in response to this RFA will become the property of HCA. All Applications received will remain confidential until the Apparently Successful Applicant is announced; thereafter, the Applications will be deemed public records as defined in chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the Application that the Applicant desires to claim as proprietary and exempt from disclosure under chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of a document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire Application exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information," HCA will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, HCA will maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee will be charged for inspection of contract files, but 24 hours' notice to the RFA Coordinator is required. All requests for information should be directed to the RFA Coordinator.

The submission of any public records request to HCA pertaining in any way to this RFA will not affect the procurement schedule, as outlined in Section 2.2, unless HCA, in its sole discretion, determines that altering the schedule would be in HCA's best interests.

2.5. **REVISIONS TO THE RFA**

If HCA determines in its sole discretion that it is necessary to revise any part of this RFA, then HCA will provide an amendment via e-mail will be sent to all individuals who have made the RFA Coordinator aware of their interest. Amendments will also be published on Washington's Electronic Bid System (WEBS), at https://fortress.wa.gov/ga/webs/ and the HCA website, contract and bids at https://www.hca.wa.gov/about-hca/bids-and-contracts.

HCA also reserves the right to cancel or to reissue the RFA in whole or in part, prior to execution of a contract.

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2.6. DIVERSE BUSINESS INCLUSION PLAN

Applicants will be required to submit a Diverse Business Inclusion Plan with their Application. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental regulations included or referenced in the contract documents will apply.

2.7. QUESTION AND ANSWER PERIOD FOR APPLICANTS

Questions regarding Solicitation will be allowed consistent with the dates specified in the solicitation schedule on the cover page. All questions must be submitted via email to the RFA Coordinator.

HCA will provide written answers for questions received by the questions and answer period's deadline. Answers will be provided in an amendment via e-mail to all individuals who have made the RFA Coordinator aware of their interest, and will be posted to WEBS at https://fortress.wa.gov/ga/webs/ and the HCA website at https://www.hca.wa.gov/about-hca/bids-and-contracts.

Verbal responses to questions will not be provided. Only written answers will be considered official and binding. Applicants will not be identified in answers.

2.8. ACCEPTANCE PERIOD

Applications must provide one hundred twenty (120) calendar days for acceptance by HCA from the due date for receipt of Applications.

2.9. COMPLAINT PROCESS

- 2.9.1. Applicants may submit a complaint to HCA based on any of the following:
 - 2.9.1.1. The RFA unnecessarily restricts competition;
 - 2.9.1.2. The RFA evaluation or scoring process is unfair or unclear; or
 - 2.9.1.3. The RFA requirements are inadequate or insufficient to prepare a response.
- 2.9.2.A complaint must be submitted to HCA prior to five business days before the bid response deadline. The complaint must:
 - 2.9.2.1. Be in writing;
 - 2.9.2.2. Be sent to the RFA Coordinator in a timely manner;
 - 2.9.2.3. Clearly articulate the basis for the complaint; and
 - 2.9.2.4. Include a proposed remedy.

The RFA Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the RFA will be posted on WEBS. The Director of HCA will be notified of all complaints

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and will be provided a copy of HCA's response. An Applicant or potential Applicant cannot raise during a bid protest any issue that the Applicant or potential Applicant raised in a complaint. HCA's action or inaction in response to a complaint will be final. There will be no appeal process.

2.10. **RESPONSIVENESS**

The RFA Coordinator will review all Applications to determine compliance with administrative requirements and instructions specified in this RFA. An Applicant's failure to comply with any part of the RFA may result in rejection of the Application as non-responsive.

HCA also reserves the right at its sole discretion to waive minor administrative irregularities.

2.11. MOST FAVORABLE TERMS

HCA reserves the right to make an award without further discussion of the Application submitted. Therefore, the Application should be submitted initially on the most favorable terms which the Applicant can propose. HCA reserve the right to contact an Applicant for clarification of its Application.

HCA also reserves the right to use a Best and Final Offer before awarding any contract to further assist in determining the ASA(s).

The ASA should be prepared to accept this RFA for incorporation into a contract resulting from this RFA. The contract resulting from this RFA will incorporate some, or all, of the Applicant's Application. The Application will become a part of the official procurement file on this matter without obligation to HCA.

2.12. CONTRACT AND GENERAL TERMS & CONDITIONS

The ASA will be expected to enter into a contract. Please contact the RFA Coordinator for a sample contract. HCA will not accept any draft contracts prepared by any Applicant. The Applicant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this RFA. All exceptions must be submitted as an attachment to Exhibit A. HCA will review requested exceptions and accept or reject the same at its sole discretion.

If, after the announcement of the ASA, and after a reasonable period of time, the ASA and HCA cannot reach agreement on acceptable terms for the Contract, the HCA may cancel the selection and Award the Contract to the next most qualified Applicant.

2.13. COSTS TO PROPOSE

HCA will not be liable for any costs incurred by the Applicant in preparation of an Application submitted in response to this RFA, in conduct of a presentation, or any other activities related in any way to this RFA.

2.14. RECEIPT OF INSUFFICIENT NUMBER OF APPLICATIONS

If HCA receives only one responsive Application as a result of this RFA, HCA reserves the right to either: 1) directly negotiate and contract with the Applicant; or 2) not award any contract at all. HCA may continue to have the Applicant complete the entire RFA. HCA is under no obligation to tell the Applicant if it is the only Applicant.

2.15. NO OBLIGATION TO CONTRACT

This RFA does not obligate HCA to enter into any contract for services specified herein.

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2.16. **REJECTION OF APPLICATIONS**

HCA reserves the right, at its sole discretion, to reject any and all Applications received without penalty and not to issue any contract as a result of this RFA.

2.17. **COMMITMENT OF FUNDS**

The Director of HCA or his/her delegate is the only individual who may legally commit HCA to the expenditures of funds for a contract resulting from this RFA. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.18. **ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The ASA will be provided a form to complete with the contract to authorize such payment method.

2.19. INSURANCE COVERAGE (ADD OTHER INSURANCE AS REQUIRED)

As a requirement of the resultant contract, the ASA is to furnish HCA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The ASA must, at its own expense, obtain and keep in force insurance coverage which will be maintained in full force and effect during the term of the contract. The ASA must furnish evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy must be forwarded to HCA within 15 days of the contract effective date.

2.19.1. Liability Insurance

2.19.1.1. Commercial General Liability Insurance: ASA shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the "each occurrence" limit. CGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance must be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the ASA is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2.19.1.2. Business Auto Policy: As applicable, the ASA shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of "Any Auto." Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

2.19.2. Employers Liability ("Stop Gap") Insurance

In addition, the ASA shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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2.19.3. Cyber-Liability Insurance / Privacy Breach Coverage. For the purposes of this section the following definitions apply:

Breach – means the unauthorized acquisition, access, use, or disclosure of Data shared under any resulting Contract that compromises the security, confidentiality, or integrity of the Data.

Confidential Information – is information that is exempt from disclosure to public or other unauthorized persons under 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information and Protected Health Information.

Data – means information that is disclosed or exchanged between HCA and Apparently Successful Applicant. Data includes Confidential Information.

Personal Information – means information identifiable to any person, including but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Protected Health Information (PHI) – means information that relates to the provision of health care to an individual, the past, present, or future physical or mental health or condition of an individual, the past, present, or future payment for provision of health care to an individual. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. PHI is information transmitted, maintained, or stored in any form or medium. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended.

For the term of any resulting Contract and three (3) years following its termination or expiration, ASA must maintain insurance to cover costs incurred in connection with a security incident, privacy Breach, or potential compromise of Data, including:

- 2.19.3.1. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;
- 2.19.3.2. Notification and call center services for individuals affected by a security incident, or privacy Breach;
- 2.19.3.3. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and
- 2.19.3.4. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

2.19.4. Additional Provisions

Above insurance policy must include the following provisions:

2.19.4.1. Additional Insured. The state of Washington, HCA, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

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- 2.19.4.2. Cancellation. State of Washington, HCA, must be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation.
- 2.19.4.3. Identification. Policy must reference the state's contract number and the Health Care Authority.
- 2.19.4.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
- 2.19.4.5. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect ASA, and such coverage and limits will not limit ASA's liability under the indemnities and reimbursements granted to the state in this Contract.

2.19.5. Workers' Compensation Coverage

The ASA will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the ASA or their employees for services performed under the terms of this contract.

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3. RFA APPLICATION CONTENTS

RFA ELECTRONIC APPLICATIONS DOCUMENTS:

Applications must be written in English and submitted electronically to the RFA Coordinator in the order noted below:

Submission of Forms Required for Pre-Application Award:

- A. Exhibit A Application Face Page including signed Certifications and Assurances
- B. Exhibit B Diverse Business Inclusion Plan
- C. Exhibit C Project Narrative

Forms Required for Post Application Awardee's:

Contract between Applicant and HCA:

- D. Exhibit D Partnership Information
- E. Exhibit E Work Plan and Scan Tool Information
- F. Exhibit F Contractor Intake Form
- G. Exhibit G- Federal Certifications and Assurances
- H. Exhibit H- New Audit Verification Form

Applications must provide information in the same order as presented in this document with the same headings.

Items marked "mandatory" must be included as part of the Application for the Application to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. APPLICATION FACE PAGE (MANDATORY)

The Application Face Page and the attached Certifications and Assurances form (Exhibit A to this RFA) must be signed and dated by a person authorized to legally bind the Applicant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Application Face Page is to include by attachment the following information about the Applicant and any proposed subcontractors:

- 3.1.1.Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2.Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.1.3.Legal status of the Applicant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.4.Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Applicant does not have a UBI number, the Applicant must state that it will become licensed in Washington within 30 calendar days of being selected as the Apparently Successful Applicant.

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- 3.1.5.Location of the facility from which the Applicant would operate.
- 3.1.6.Identify any state employees or former state employees employed or on the firm's governing board as of the date of the Application. Include their position and responsibilities within the Applicant's organization. If following a review of this information, it is determined by HCA that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.
- 3.1.7.Any information in the Application that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Applicant is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right hand corner of the page. In your Letter of Submittal, please list which pages and sections that have been marked "Proprietary" and the particular exemption from disclosure upon which the Applicant is making the claim.

4. EVALUATION AND CONTRACT AWARD

4.1. **EVALUATION PROCEDURE**

Responsive Applications will be evaluated strictly in accordance with the requirements stated in this RFA and any addenda issued. The evaluation of Applications will be accomplished by an evaluation team(s), to be designated by HCA, which will determine the ranking of the Applications. Evaluations will only be based upon information provided in the Applicant's Applications.

All Applications received by the stated deadline, Section 2.2, *Estimated Schedule of Procurement Activities*, will be reviewed by the RFA Coordinator to ensure that the Applications contain all of the required information requested in the RFA. Only responsive Applications that meet the requirements will be evaluated by the evaluation team. Any Applicant who does not meet the stated qualifications or any Application that does not contain all of the required information will be rejected as non-responsive.

The RFA Coordinator may, at his or her sole discretion, contact the Applicant for clarification of any portion of the Applicant's Application. Applicants should take every precaution to ensure that all answers are clear, complete, and directly address the specific requirement.

Responsive Applications will be reviewed and scored by an evaluation team using a weighted scoring system, Section 4.2, *Evaluation Weighting and Scoring*. Applications will be evaluated strictly in accordance with the requirements set forth in this RFA and any addenda issued.

4.2. EVALUATION WEIGHTING AND SCORING

Only complete applications will be reviewed and scored. For the purposes of this project, a complete application is one that includes all required forms, support documents and that completely answers each question. Funding is dependent on interest, application scores, state distribution of geographic location and community population size, and risk ranking. Performance on past or current HCA contracts will be taken into consideration.

Place responses and required information under the correct question. Do not direct reviewers to information related to one question in another question or section. Each question must be answered in its entirety within the numbered question's answer. All pertinent information must be included in the response in the respective section for appropriate scoring.

Total points 100%. The Project Narrative must be complete and detailed for total possible points. If the Project Narrative is incomplete or includes federally unallowable costs, the application will be subject to disqualification. The Project Narrative will be scored according to how well the applicant answers each question using the criteria below. Each narrative question will be assessed when

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determining the score for each question. If an applicant cannot answer a specific question, then the reason for this must be explained within the answer to the question.

Point Criteria

Evaluators will assign scores on a scale of zero (0) to ten (10) where the end and midpoints are defined as follows:

A score of zero (0) on any Scored requirement may cause the entire Application to be eliminated from further consideration.

Weighted Points	Description	Discussion
0	Unacceptable	The applicant organization does not explicitly address the narrative question. The applicant organization states the question, but does not elaborate on the response. The applicant organization skips or otherwise ignores the question or includes irrelevant information that does not answer the question. As a result, the answer is completely deficient in addressing the narrative question.
1, 2	Marginal	The applicant organization provides minimal details and insufficient descriptions that do not completely answer the narrative question. Limited information is presented or the applicant merely repeats back information included in the RFA. The applicant may answer part of the narrative question but miss a key point or there are major gaps in the information presented. Application has some strengths but includes identified weaknesses that will likely impact the successful implementation of proposed project.
3, 4	Acceptable	The applicant organization provides a basic response to the narrative question but does not include sufficient detail or supporting documentation. There are some gaps and/or lack of clarity in describing how the Application will be implemented. Identified weaknesses will likely have some impact on the successful implementation of proposed project.
5, 6, 7	Very Good	The applicant organization provides substantive descriptions and relevant details in addressing the narrative question but the response is not fully comprehensive. Any identified weaknesses will likely have minor impact on the successful implementation of proposed project.
8, 9,10	Excellent	The applicant organization provides substantive descriptions and relevant details in addressing the narrative question. A sound understanding of the topic is demonstrated and includes pertinent examples. All criteria are fully addressed without identified weaknesses.

Final determination of selected grantees is dependent on application scores, state distribution of geographic location, demonstration of partnerships, and community population size, risk ranking, and performance of past or current HCA contracts.

HCA reserves the right to award the contract to the Applicant whose Application is deemed to be in the best interest of HCA and the state of Washington.

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4.3. NOTIFICATION TO APPLICANTS

HCA will notify the ASA of their selection in writing/via email, upon completion of the evaluation process. Applicants who's Applications were not selected for further negotiation or award will be notified separately by e-mail.

4.4. DEBRIEFING OF UNSUCCESSFUL APPLICANTS

Any Applicant who has submitted an Application and been notified it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFA Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three business days after the Unsuccessful Applicant Notification is e-mailed to the Applicant. The debriefing will be held within three business days of the request, or as schedules allow.

Discussion at the debriefing conference will be limited to the following:

- 4.4.1. Evaluation and scoring of the Applicant's Application;
- 4.4.2. Critique of the Application based on the evaluation; and
- 4.4.3.Review of the Applicant's final score in comparison with other final scores without identifying the other Applicants.

Topics an Applicant could have raised as part of the complaint process (Section 4.5) cannot be discussed as part of the debriefing conference, even if the Applicant did not submit a complaint.

Comparisons between Applications, or evaluations of the other Applications will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

4.5. PROTEST PROCEDURE

A bid protest may be made only by Applicants who submitted a response to this RFA and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five business days to file a protest with the RFA Coordinator. Protests must be received by the RFA Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or by mail.

Applicants protesting this RFA must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this RFA.

All protests must be in writing, addressed to the RFA Coordinator, and signed by the protesting party or an authorized agent. The protest must state (1) the RFA number, (2) the grounds for the protest with specific facts, (3) complete statements of the action(s) being protested, and (4) the relief or corrective action being requested.

- 4.5.1.Only protests alleging an issue of fact concerning the following subjects will be considered:
 - 4.5.1.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
 - 4.5.1.2. Errors in computing the score; or
 - 4.5.1.3. Non-compliance with procedures described in the RFA or HCA requirements.

Protests based on anything other than those items listed above will not be considered. Protests will be rejected as without merit to the extent they address issues such as: 1) an evaluator's professional judgment on the quality of an Application; or 2) HCA's assessment of its own needs or requirements.

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Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the RFA, will consider the record and all available facts. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. The HCA Director or his or her designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

If HCA determines in its sole discretion that a protest from one Applicant may affect the interests of another Applicant, then HCA may invite such Applicant to submit its views and any relevant information on the protest to the RFA Coordinator. In such a situation, the protest materials submitted by each Applicant will be made available to all other Applicants upon request.

4.5.2. The final determination of the protest will:

- 4.5.2.1. Find the protest lacking in merit and uphold HCA's action; or
- 4.5.2.2. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or
- 4.5.2.3. Find merit in the protest and provide options to the HCA Director, which may include:
 - 4.5.2.3.1. Correct the errors and re-evaluate all Applications; or
 - 4.5.2.3.2. Issue a new solicitation document and begin a new process; or
 - 4.5.2.3.3. Make other findings and determine other courses of action as appropriate.

If the protest is not successful, HCA will enter into a contract with the ASA(s), assuming the parties reach agreement on the contract's terms.

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CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the Application to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

- 1. I/we declare that all answers and statements made in the Application are true and correct.
- 2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Application.
- 3. The attached Application is a firm offer for a period of 120 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
- 4. In preparing this Application, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Application or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
- 5. I/we understand that HCA will not reimburse me/us for any costs incurred in the preparation of this Application. All Applications become the property of HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Application.
- 6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Applicant or to any competitor.
- 7. I/we agree that submission of the attached Application constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 8. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit an Application for the purpose of restricting competition.
- 9. I/we grant HCA the right to contact references and other, who may have pertinent information regarding the ability of the Applicant and the lead staff person to perform the services contemplated by this RFA.
- 10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Applicant submitting this Application, my name below attests to the accuracy of the above statement. *If electronic, also include*: We are submitting a scanned signature of this form with our Application.

Signature of Applicant	
Title	Date

Exhibit B

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DIVERSE BUSINESS INCLUSION PLAN (MANDATORY) Y/N Do you anticipate using, or is your firm, a State Certified Minority Business? Do you anticipate using, or is your firm, a State Certified Women's Business? Y/N Do you anticipate using, or is your firm, a State Certified Veteran Business? Y/N Do you anticipate using, or is your firm, a Washington State Small Business? Y/N If you answered No to all of the questions above, please explain: Please list the approximate percentage of work to be accomplished by each group: Minority __% Women __% Veteran Small Business __% Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility. Name:

Phone: _______E-Mail: _____

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4.6. PROJECT NARRATIVE 100 % of Overall Score (MANDATORY/SCORED)

Provide complete information to the following questions to describe your organization's readiness and capacity to implement the project. Please remember: The Project Narrative will be scored according to how well the applicant answers each question. Each narrative question will be assessed when determining the score for each question. If an applicant cannot answer a specific question, then the reason for this must be explained within the answer to the question.

Responses to the questions in the Project Narrative should be in a format no longer than **8 pages total**. Please number your responses and provide a short title using the underlined words for each response to correspond with the question numbering below.

1. Overview

- Provide a brief overview of how you propose to implement TIA in your organization / community (maximum of 300 words).
- Briefly describe the demographics of the population your organization currently serves.
- Briefly describe your current state of implementation of TIA and how you intend to use the awarded funds to cultivate your implementation of TIA.
- Briefly describe the steps you have taken to and the steps you will take to complete a new
 work plan if you do not already have one. Include if you have decided on a scan tool and
 which one you have chosen. If you have not found discuss what you will be looking for in
 a scan tool.

10% of overall score

2. Scan Tool and Data Collection

- What scan tool have you chosen for your organization and partner? If you have not chosen a tool what tools have you looked into and what are you looking to learn
- Discuss how you will use the results from the scan to build your work plan.
- Discuss how you plan to evaluate performance of your work plan and how you will capture this data.

20% of overall score

3. Plan of Work

- Detail how your organization anticipates it will use the awarded funds and your partnership to overcome implementation barriers or grow TIA into the community.
- Describe the experience and/or qualifications that demonstrate you and your partners capacity to fulfill the scope of the work
- Discuss how you will create your work plan and who will be involved. If you already have a work plan in place discuss how you created it and who was involved.
- Describe your partner and how you will build a work plan to include them. If you have not found a partner describe what type of partner you are looking for and why.

35% of overall score

4. Plan to Continue Work

- Discussion of how your work will be used to continue work on TIA after the conclusion of this projects objectives.
- Include a discussion of how your partnership and work will continue to support your continued work will do to improve access to the following:
 - o Individuals experiencing behavioral health challenges and who traditionally access other services in the community that could help them.
 - Traditionally underserved communities and who don not traditionally engage in services.

35% of overall score

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4.7. PARTNERSHIP INFORMATION

Partnership Information				
This template has all the information that will be needed from your partner when your partnership is established. <i>This is not required for the application.</i>				
Partner Organ	ization Name:	Click or tap here to er	nter text.	
Partner Organ Person Name	ization Contact e:	Click or tap here to er	nter text.	
Partner Organ Person Title	ization Contact	Click or tap here to er	nter text.	
Partner Organ Person Email		Click or tap here to er	nter text.	
5. Partner Organ Phone Numb		Click or tap here to er	nter text.	
6. Partner Organ Address:	ization Mailing	Click or tap here to er	nter text.	
	ization Zip code + by the US Postal	Click or tap here to er	nter text.	
8. Partner Organ	ization Applicant	Government agency/ Public Agency		
type		Non-profit		
9. What role does their communit	s the partner do in	Medical Provider		
	, .	Behavioral Health Agency		
		Community Agency		
		Court or Law enforcement		
		Advocacy Group		
		Business		
		Media		
		School		
		Religious/Fraternal Organization		

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4.8. WORK PLAN AND SCAN TOOL INFORMATION

Scan Tool Instructions

Requirements for Scan Tool:

We will not require a specific scan tool to be used. Every situation is different and we understand no one tool will fit every situation. We ask you do your own research and find a tool that will fit your situation. We will only require you attach the tool you used or plan to use and identify metrics you will continue to track in the work plan with this tool.

We have a list of scan tools on our website for help finding a tool. We do not require any of these tools to be used. The website will launch shortly.

Work Plan Instructions

The template in this section is an example and is not required to be used.

Applicants can submit a current work plan or articulate in the narrative how they will create a new one work plan. Completed work plans must be submitted to complete contracting.

The work plan should identify:

Requirements for Work

Plan:

1. Clear goal of the work plan

- 2. Objective(s) that are measureable with clear defined steps and the activities that will be used to reach the objective.
- **3.** Budget that includes how the grant will be used to support reaching the objective.
- **4.** Sections relating to responsibility, champions, or internal controls to ensure success are recommended but not required.
- **5.** Both partners must sign the work plan attesting they agree with the proposed work and budget for the proposed work.
- **6.** Any revisions to the work plan or budget after award must be tracked and submitted to HCA in update reports. HCA reserves the right to refuse the changes if they do not fall into items allowed by our funding sources.
- Identify whether the work plan is a plan to start TIA or is a continuation of work.

Sample Work Plan Template:				
	(Example)			
Goal Statement:				
Opportunity Statement (identify the areas of	desired growth	n):		
Objective (what and when):				
Evaluation Method (How will we know we are	successful):			
	Review dates			
Activities	Start	Checkpoint	End	Pudget
	Date	Checkpoint	Date	Budget
1.				
2.				
3.				
4.				

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Examples of Different Transformation Activities by Organization Type: Applicants are not limited or required to do these activities these are <u>for example only.</u>

For Community Agencies

For Behavioral Health Agencies

This can include ongoing TIA practice transformation activities per SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach which include but are not limited to:

- Creating and incentivizing champions to promote TIA and supporting the community in working through implementation challenges
- Creation and training of a cross sector community group of champions for TIA to monitor steps or examine specific target areas of desired growth from TIA implementation that arise
- Communicate with stakeholders about TIA, to elicit feedback, educate, and invite stakeholders and the community to participate in implementation and/or developing their strategy.
- Host community advisory panels with current clients, community members, and staff to discuss impacts TIA will have on them and barriers to implementing improvements

This can include ongoing TIA practice transformation activities per SAMHSA's Concept of Trauma and Guidance for a TIA which include but are not limited to: Ongoing TIA practice transformation activities per part two of TIP 57.

- Creating and incentivizing champions to promote TIA and supporting the organization in working through implementation challenges.
- Creation and training of select teams to monitor steps or examine specific barriers to TIA implementation that arise.
- Creation of tracking and reporting systems to improve understanding of the implementation of TIA in their organizations.
- Creation of partnership with community entities that also serve agency clients in other capacities
- Utilization of process improvement tools to implement TIA.

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(Not Required with Application)

1 - Identifying Information

A) Contractor Legal Name:	B) DBA or Facility Name:	
- -		
C) WA Uniform Business Identifier (UBI) Number:	D) Taxpayer Identification Number (TIN):	
E) State Wide Vendor Number (SWV#):	F) DUNS Number	
2 – Contractor Address		
A) Number, Street, Apartment/Suite:		
B) City, State, Zip Code+4:		
, , , , , , , , , , , , , , , , , , , ,		
,		
C) Email Address:	D) Phone Number:	
	() -	
3 – Contractor/Vendor Primary Contact		
A) Full Name:	B) Job Title:	
A) I dii Name.	b) 300 Title.	
C) Email Address:	D) Phone Number:	
	() -	
Authorized to Sign Contracts? Yes No		
If 'no' selected – Section Four (4) is REQUIRED		
4 – Contractor/Vendor Primary Signatory		
A) Full Name:	B) Job Title:	
C) Empil Addross:	D) Phone Number:	
C) Email Address:		
	() -	

5 - Additional Contractor/Vendor Staff to be Notified

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A) Full Name:		B) Email Address:	
C) Full Name:		D) Email Address:	
6 – Contract Information			
A) Contract Number:	B) Exact Start Date: [Date or DOE]	C) Exact End Date (this contract/work order/amendment ONLY):	
D) Funding Amount (this contract/work order/amendment ONLY):		E) Funding Amount (ALL amendments included):	
F) Additional Instructions:			
Completed By: [Name]	Date: [Date		

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EXHIBIT G (Not Required with Application)

FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. FEDERAL COMPLIANCE The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: Block Grants for Community Mental Health Services and Substance Abuse Prevention and Treatment Block Grant.
 - a. Source of Funds: This agreement is being funded partially or in full through Cooperative Agreement number #: 6B09SM010056-18M002 and 3B08TI010056-18, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Exhibit C. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.958 and 93.959 and amount to \$16,314,403 and \$38,053,643 (total federal award). The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. Provided by contracts staff.
 - b. Period of Availability of Funds: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in 6B09SM010056-18M002 and 3B08Tl010056-18, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. Single Audit Act: A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
 - d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 - 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the agreement.
 - iii. Change in a key person specified in the agreement.
 - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
 - 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

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- f. Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs*: The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. Citizenship/Alien Verification/Determination: The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- i. Federal Compliance: The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- j. Civil Rights and Non-Discrimination Obligations During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) http://www.hhs.gov/ocr/civilrights

HCA Federal Compliance Contact Information

Federal Grants and Budget Specialist Health Care Policy Washington State Health Care Authority Post Office Box 42710 Olympia, Washington 98504-2710

II. CIRCULARS 'COMPLIANCE MATRIX' - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

III.

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE	COST	AUDIT REQUIREMENTS
	REQUIREMENTS	PRINCIPLES	
State. Local and Indian Tribal	OMB Super Circular 2	CFR 200.501 an	d 45 CFR 75.501
Governments and			
Governmental Hospitals			
Non-Profit Organizations and			
Non-Profit Hospitals			
Colleges or Universities and			
Affiliated Hospitals			
For-Profit Organizations			

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Definitions:

- "Sub-recipient"; means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.
- "Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.
- IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;

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- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager WA State Health Care Authority PO Box 42700 Olympia, WA 98504-2700

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

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- any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

1) By signing and submitting this Application, the prospective contractor is providing the certification set out below.

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- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Application, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

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2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this Application.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

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STATE OF WASHINGTON HEALTH CARE AUTHORITY Budget and Finance PO Box 45330, Olympia, WA 98504-5330

NEW Contract - Audit Verification Form

(Not Required with Application)

HCA has determined that the Contract you will be entering into with the Health Care Authority (HCA) is supported by federal funds. Therefore, HCA is responsible for determining compliance with the requirements in Omni Circular 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In order to make this determination you are required to complete the information below.

To ensure your organization is in compliance with the audit requirements, please attach this form and your recent audit (if applicable) within the next 15 days. We are unable to contract with you until this is completed.

If you have questions, concerns or need additional information regarding the <u>Single Audit</u>, please do not hesitate to call Hector Garcia at (360) 725-3777 or hector.garcia@hca.wa.gov.

If you have questions, concerns or need additional information regarding the form, please contact dbhrcontracts@dshs.wa.gov.

As a pass-through agency of federal grant funds, the Washington State Health Care Authority (HCA) is required by Office Management and Budget (OMB) Circular A-133/Single Audit and 2 CFR 200 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients have met the OMB Circular A-133 Single Audit Requirements. Depending on the amount of your total federally funded projects per fiscal year, your organization may be a subrecipient subject to such monitoring by HCA.

For audits of fiscal years beginning <u>after</u> December 26, 2014, Contractors expending \$750,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR §200.501 – Audit Requirements.

Please complete appropriate section, provide additional documents as applicable, sign and return within the next 15 days to your HCA Program Manager.

	Contractor Name:	Statewide Vendor No. (SWV#):	
	Fiscal Year:	Fiscal Year Start Date:	Fiscal Year End Date:
1.	$\hfill \square$ We are not subject to the audit requirements of the Federal Audit Requirements because:		
	 ☐ We did not expend \$750,000 (for fiscal year beginning after December 26, 2014) or more of total federal awards during the last fiscal year. ☐ We are a for-profit agency. ☐ We are exempt for other reasons (if this box is marked, a reason must be entered): 		
2.	☐ We are subject to the requirement of the Federal Audit Requirements.		
	 ☐ We completed our last federally compliant audit and have attached. ☐ Our completed federally compliant audit will be available on: Contractor Authorized Official Name/Title - PRINT: 		

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Contractor Authorized Official SIGNATURE:

Date:

Send this form and copy of audit (if required) to the HCA Program Manager who initiated the request.

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