

**Better Health Together
Accountable Community of Health**

REQUEST FOR PROPOSALS (RFP)

PROJECT TITLE: Pathways Community Hub Care Coordination Agency

PROPOSAL DUE DATE: October 19, 2018 by 5:00 p.m. Pacific Time, Spokane, Washington, USA.

E-mailed bids will be accepted at jenny@betterhealthtogether.org. Faxed bids will not.

ESTIMATED TIME PERIOD FOR CONTRACT: November 1, 2018 through September 30, 2020.

Better Health Together reserves the right to extend the contract for one (1) additional year, depending on the availability of funding.

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

1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Better Health Together Accountable Community of Health, hereafter called “BHT ACH,” is initiating this Request for Proposal (RFP) to solicit proposals to enter into an agreement with care coordination agencies to provide direct care coordination services using the Pathways Community Hub Model (Pathways) and Care Coordination Systems (CCS) data/reporting platform.

The BHT ACH is the Pathways Community Hub, which supports community-based care coordination where care coordinators work to support the justice-involved population at risk of adverse health outcomes, connecting them to appropriate care, and tracking and measuring results. Pathways removes duplication through a singular technology system to track care coordination activities and outcomes. The model provides consistent structure to care coordination efforts of all contracted care coordinating agencies. Using CCS platform and checklists, risks of serious health problems or adverse outcomes are identified and treated using the same evidence-based “Pathway”. Care Coordinating Agencies get paid based on the outcomes Community Health Workers achieve.

BHT ACH intends to award two contracts to provide the services described in this RFP.

1.2. OBJECTIVES AND SCOPE OF WORK

The awarded Contractors will work with the BHT ACH Hub. The work will include but is not limited to:

- 1.2.1. Work in and according to the training provided on the Pathways Community Hub Model. This includes, but is not limited to:
 - 1.2.1.1. Standardized in-take and risk assessment
 - 1.2.1.2. Assignment and administration of Pathways
 - 1.2.1.3. Timely documentation
 - 1.2.1.4. Use of the provided hardware and technology to report progress and outcomes
 - 1.2.1.5. Attend trainings and regular meetings hosted by the BHT Pathways Community Hub
- 1.2.2. Utilize established trusting relationship with the justice-involved target population and referred clients, extending the relationship to be inclusive of Hub partners.
- 1.2.3. Act as cultural translator between the health and human service system(s) and patients, and where appropriate, translate information to patients in a culturally appropriate manner.
- 1.2.4. Assist in development of strategies to address or eliminate barriers to care.
- 1.2.5. Work collaboratively with the Hub and partners to ensure that all client needs are identified and addressed.
- 1.2.6. Collaborate with Hub partners to identify high-risk patients and assist in the coordination of various wellness and health activities.
- 1.2.7. Commit to the mission, vision, and goals of the BHT Pathways Community Hub, including the integration of Core Values of Community Health Workers as defined by the American Association of Community Health Workers: Access, Acceptance, Advocacy, Excellence, Learning, Partnership, Social Justice, Strength, Trust, and Unity.
- 1.2.8. Collectively support a the local, regional and statewide Pathways evaluation;
- 1.2.9. Partner with Care Coordination Systems and any other platform to collect data on participants;
- 1.2.10. Participate in brief biannual analyses to aid with program implementation and provide feedback to BHT Hub;

1.3. MINIMUM QUALIFICATIONS

The following are the minimum qualifications for Bidders:

- 1.3.1. Licensed to do business in the State of Washington.
- 1.3.2. No less than two (2) years' experience providing direct care coordination activities to the justice-involved population.
- 1.3.3. Currently employ at least one care coordinator or community health worker who have successfully completed the Washington State Department of Health Community Health Worker training - who could be directed to this project, full-time.
- 1.3.4. Currently employ at least one care coordinator supervisor who have successfully completed the Washington State Department of Health Community Health Worker training – who could be directed to this project, at least .25 full-time.
- 1.3.5. Established relationships and trust in underserved communities of Spokane County, based on geography, race, or other criteria.
- 1.3.6. Experience working with Accountable Communities of Health and actively participating in Medicaid Transformation activities.

1.4. FUNDING

- 1.4.1 BHT ACH intends to distribute a minimum of the expected Spokane County grant funds \$241,137.50 to the two successful apparent bidders.
- 1.4.2 Any contract awarded as a result of this procurement is contingent upon the availability of funding.
- 1.4.3 All training costs, technology and subscriptions services paid by The Hub.
- 1.4.4 It is expected that each care coordinating agency consistently carry a case load of 30-35 clients, with a maximum of 100 enrolled clients annually.
- 1.4.5 The following funds flow is expected per care coordinating agency:
 - 1.4.5.1 Month 1: Performance payment of \$5,400 for successful completion of Pathways Community Hub training
 - 1.4.5.2 Month 2: Performance payment of \$3,984 for establishing an initial case load of 5 clients In addition, expected \$2,160 outcome-based payments may be earned for completion of checklists and tools.
 - 1.4.5.3 Month 3: Performance payment of \$2,656 for carrying a case load of 20 clients In addition expected \$7,620 outcome-based payments may be earned for completion of checklists and tools.
 - 1.4.5.4 Months 4-23: It is expected that outcome-based payments will range between \$5,400 – \$7,620. Payments are calculated for completed checklists, tools, and successful pathways.

2. GENERAL INFORMATION FOR BIDDERS

2.1. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Proposals Due	October 19, 2018	5:00 p.m., PT
Evaluate Proposals	October 19-25, 2018	

Announce “Apparently Successful Bidder” and send notification via e-mail to unsuccessful Bidders	October 26, 2018	
Begin Contract Work (approx.)	November 1, 2018	

BHT ACH reserves the right to revise the above schedule.

2.2. SUBMISSION OF PROPOSALS

The proposal must be received no later than the Proposal Due deadline in Section 2.1, *Estimated Schedule of Procurement*.

Proposals must be submitted electronically as an attachment to an e-mail to jenny@betterhealthtogether.org. Attachments to e-mail should be in Microsoft Word format or PDF. Zipped files cannot be received by BHT ACH and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer. BHT ACH does not assume responsibility for problems with Bidder’s e-mail. If BHT HCA e-mail is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

2.3. PROPRIETARY INFORMATION / PUBLIC USE

Proposals submitted in response to this competitive procurement will become the property of BHT ACH. All proposals received will remain confidential until the Apparently Successful Bidder is announced; thereafter, the proposals will be used publicly as BHT ACH deems appropriate.

2.4. MOST FAVORABLE TERMS

BHT ACH reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. BHT ACH does reserve the right to contact a Bidder for clarification of its proposal.

BHT ACH also reserves the right to use a Best and Final Offer (BAFO) before awarding any contract to further assist in determining the ASB(s).

The Apparently Successful Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract resulting from this RFP will incorporate some, or all, of the Bidder’s proposal. The proposal will become a part of the official procurement file on this matter without obligation to BHT ACH.

2.5. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparently Successful Bidder will be expected to enter into a contract with Better Health Together prior to November 12, 2018. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. BHT ACH reserves the right to discuss any Bidder proposed change to terms or conditions and to clarify and supplement such proposal.

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

2.6. COSTS TO PROPOSE

BHT ACH will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.7. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS

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

2.8. COMMITMENT OF FUNDS

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

2.9. ELECTRONIC PAYMENT

The BHT ACH may utilize electronic payment in its transactions. The Apparently Successful Bidder may be required to provide a form to complete with the contract to authorize such payment method.

2.10. INSURANCE COVERAGE

As a requirement of the resultant contract, the Apparently Successful Bidder is to furnish BHT ACH 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 ASB 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 ASB must furnish evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy must be forwarded to BHT ACH within 15 days of the contract effective date.

2.10.1. Liability Insurance

2.10.1.1. Commercial General Liability Insurance: ASB 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.

2.10.1.2. Business Auto Policy: As applicable, the ASB 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.

2.10.2. Employers Liability ("Stop Gap") Insurance

In addition, the ASB 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.

2.10.3. Cyber-Liability Insurance

Cyber Liability Insurance covering claims involving infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy must provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits must be not less than:

- 2.10.3.1. Information Security & Privacy Liability: \$2,000,000.
 - 2.10.3.2. Privacy Notification: \$500,000
 - 2.10.3.3. Regulatory Defense and Penalties: \$2,000,000
 - 2.10.3.4. Website Media Content Liability: \$2,000,000
 - 2.10.3.5. Cyber Extortion Loss: \$2,000,000
 - 2.10.3.6. Data Protection Loss and Business Interruption Loss: \$2,000,000
- 2.10.4. Additional Provisions: Above insurance policy must include the following provisions:
- 2.10.4.1. Additional Insured. BHT ACH, 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.
 - 2.10.4.2. Cancellation. BHT ACH, 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 BHT ACH 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, BHT ACH must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): BHT ACH must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, BHT ACH must be given ten days advance notice of cancellation.
 - 2.10.4.3. Identification. Policy must reference the BHT ACH'S contract number.
 - 2.10.4.4. 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 BHT ACH 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.
 - 2.10.4.5. Excess Coverage. By requiring insurance herein, BHT ACH does not represent that coverage and limits will be adequate to protect ASB, and such coverage and limits will not limit ASB's liability under the indemnities and reimbursements granted to the state in this Contract.

2.10.5. Workers' Compensation Coverage

The ASB 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. BHT ACH will not be held responsive in any way for claims filed by the ASB or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

- A. Letter of Submittal
- B. Workforce Proposal
- C. Management Proposal

Proposals 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 proposal for the proposal 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. LETTER OF SUBMITTAL (MANDATORY)

Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder:

- 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 Bidder (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.
- 3.1.5. Location of the facility from which the Bidder would operate.
- 3.1.6. Identify any employees on the BHT Board of Directors as of the date of the proposal. Include their position and responsibilities within the Bidder’s organization. If following a review of this information, it is determined by BHT ACH that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.
- 3.1.7. If the Bidder has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and such litigation determined that the Bidder was in default.
- 3.1.8. Submit full details of the terms for default including the other party’s name, address, and phone number. Present the Bidder’s position on the matter. BHT ACH will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate.
- 3.1.9. Any information in the proposal that the Bidder 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 exception from disclosure upon which the Bidder 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 Bidder is making the claim.
- 3.1.10. Describe how your organization meets the eligibility requirements, include services provided, mission, vision, values, or a charter.
- 3.1.11. Explain your organization’s history of working with the justice-involved population and how the Pathways model and Hub could help your organization better assist those at risk.

3.2. WORKFORCE PROPOSAL (MANDATORY)

The Workforce section must contain a comprehensive description of services including the following elements. Note that Care Coordinator and Community Health Worker (CHW) are used interchangeably within the Pathways Hub Model:

- 3.2.1. What is the educational background of your organization's care coordinators?
- 3.2.2. Describe any relevant trainings, models, or continuing education your care coordinators utilize, specifically including Motivational Interviewing, Department of Health Community Health Worker, Community Health Advocate, and/or Case Management.
- 3.2.3. How many care coordinators does your organization employ?
- 3.2.4. How many clients make up a care coordinator's average caseload?
- 3.2.5. Project Team Structure/Internal Controls – Provide a description of the proposed project team structure and internal controls to be used during the course of the project. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work
- 3.2.6. Provide a resume of the current care coordinator whom will be assigned to this project.

3.3. MANAGEMENT PROPOSAL (MANDATORY)

- 3.3.1. Experience of the Bidder
Indicate the experience the Bidder and any subcontractors have in the following areas associated with:
 - 3.3.1.1.1. Providing direct care coordination services, connecting Medicaid clients to social determinants of health service.
 - 3.3.1.1.2. Specify how many Medicaid eligible clients were provided direct care coordination in calendar year 2017.
 - 3.3.1.1.3. Specify that care coordination activities are conducted in person, in client home, and community.
 - 3.3.1.1.4. Describe how care coordination activities, outputs, and outcomes are currently tracked.
 - 3.3.1.1.5. Describe how care coordination services, specifically activities, client outputs, and client outcomes are documented.
 - 3.3.1.1.6. Provide details of whether care coordinator supervisor uses Reflective Supervision.
 - 3.3.1.1.7. Detail how current care coordination services are funded.
 - 3.3.1.1.8. Describe current relation and connection to local Health and Jail systems.
- 3.3.2. Indicate other relevant experience that indicates the qualifications of the Bidder, for the performance of the potential contract.
- 3.3.3. Include a list of contracts the Bidder has had during the last five years that relate to the Bidder's ability to perform the services needed under this RFP. List contract reference

numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

3.3.4 References

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for the Bidder and three business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current BHT ACH staff as references. By submitting a proposal in response to this RFP, the vendor and team members grant permission to BHT ACH to contact these references and others, who from BHT ACH's perspective, may have pertinent information. BHT ACH may or may not, at BHT ACH's discretion, contact references. BHT ACH may evaluate references at BHT ACH's discretion.

3.3.5 The Pathways Hub Model relies on twenty standardized "Pathways" which are evidence-base care coordination plans to help patients overcome barrier to improving their health. Describe the services your organization offers to support completion of these Pathways:

- 3.3.3.1. Adult Education
- 3.3.3.2. Behavioral Health
- 3.3.3.3. Developmental Referral
- 3.3.3.3. Developmental Screening
- 3.3.3.3. (Patient) Education
- 3.3.3.3. Employment
- 3.3.3.3. Family Planning
- 3.3.3.3. Health Insurance
- 3.3.3.3. Housing
- 3.3.3.3. Immunization Referral
- 3.3.3.3. Immunization Screening
- 3.3.3.3. Lead Exposure
- 3.3.3.3. Enrollment in Medical Home
- 3.3.3.3. Medical Referral
- 3.3.3.3. Medication Management
- 3.3.3.3. Postpartum
- 3.3.3.3. Pregnancy
- 3.3.3.3. Smoking / Tobacco Cessation
- 3.3.3.3. Social Service Referral

3.4 REQUIRED DISCLOSURES

3.4.1. Funding made possible by: Bureau of Justice Assistance FY17 Smart Reentry Grant Award (CFDA) #16.812 – Second Chance Reentry Initiative. Federal Grant ID #: 2017-CZ-BX0011.

3.4.2 Grant Purpose & Description: The Second Chance Act of 2007 helps to address the significant challenges individuals who are returning to communities from prison, jail and juvenile residential facilities face. Programs funded under the Second Chance Act help to promote public safety by ensuring that the transition individuals make from prison and jail to the community is successful. Section 101 of the Second Chance Act authorizes federal awards to state and local governments and federally recognized Indian tribal governments that may be used for demonstration projects to promote the safe and successful reintegration into the community of individuals who have been incarcerated or detained. The goals of the BJA's Smart Reentry: Focus on Evidence-based Strategies for Successful Reentry from Incarceration to Community program is to support jurisdictions to develop and implement comprehensive and collaborative strategies that address the challenges posed by reentry to increase public safety and reduce recidivism for individuals reentering communities from incarceration who are at medium to high risk for recidivating. Within the context of this initiative "reentry" is not envisioned to be a specific program, but rather a process that begins when the individual is first incarcerated (pre-

release) and ends with his/her successful community reintegration and reduction in risk of recidivism (post release). Spokane County's goals regarding this grant funding are:

- 3.4.2.1 increase effective communications, coordination and collaboration for the reentry population, increase the use of evidence-based practices, adhere to risk and needs principles and engage families and/or mentors;
- 3.4.2.2 provide on-going education to the community, attorneys, jail staff, judiciary and reentry task force, and
- 3.4.2.3 to improve access to resources in the community for reentry support.

3.4.3 Compliance with Laws: GRANTEE and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, the GRANTEE shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

3.4.3.1 The GRANTEE must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.

3.4.3.2 The GRANTEE shall comply with and the COUNTY is not responsible for determining compliance with, any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

The GRANTEE shall comply with all applicable federal/state non-discrimination laws, regulations and policies. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the GRANTEE, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. The GRANTEE is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

3.4.4 EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

BETTER HEALTH TOGETHER agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

3.4.5 NEW CIVIL RIGHTS PROVISION

BETTER HEALTH TOGETHER shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

3.4.6 LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

BETTER HEALTH TOGETHER must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

3.4.7 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

BETTER HEALTH TOGETHER will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If BETTER HEALTH TOGETHER is not required to formulate an EEOP, it will submit a certificate form to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP.

If BETTER HEALTH TOGETHER is required to develop an EEOP but not required to submit the EEOP to the OCR, BETTER HEALTH TOGETHER will submit a certification to the OCR and the COUNTY certifying that it has an EEOP on file which meets the applicable requirements. If BETTER HEALTH TOGETHER is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to COMMERCE. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/ocr/>.

3.4.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- 3.4.8.1 BETTER HEALTH TOGETHER, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- 3.4.8.2 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 3.4.8.3 Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 3.4.8.4 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 (A)(2) of this section; and
- 3.4.8.5 Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 3.4.8.6 Where BETTER HEALTH TOGETHER is unable to certify to any of the statements in this AGREEMENT, BETTER HEALTH TOGETHER shall attach an explanation to this AGREEMENT.
- 3.4.8.7 BETTER HEALTH TOGETHER agrees by signing this AGREEMENT that 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 the COUNTY.
- 3.4.8.8 BETTER HEALTH TOGETHER further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions: **LOWER TIER COVERED TRANSACTIONS**
- 3.4.8.9 The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 3.4.8.10 Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.