

**STATE OF WASHINGTON DEPARTMENT OF HEALTH  
OLYMPIA, WASHINGTON**

**REQUEST FOR APPLICATIONS  
RFA N21180**

**PROJECT TITLE:** Children with Special Health Care Needs  
Neurodevelopmental Center Grants

**BID DUE DATE:** April 6, 2015

**EXPECTED TIME PERIOD FOR CONTRACT:** July 1, 2015 – June 30, 2017  
At the sole discretion of the Department of Health (DOH), contingent on ongoing state funding, the awarded grant agreements may be extended via amendment in whatever time increments DOH deems appropriate. DOH intends to continue these grants beyond June 30, 2017 as long as state funding permits.

*At this time, the continued funding of the Neurodevelopmental Centers is uncertain until the 2015 Legislative Session has concluded and final State budget determined. However, the Department of Health will move forward with the competitive granting process.*

*Projected announcement of apparently successful applicants will be made without allocation of funds.*

**BIDDER ELIGIBILITY:** This solicitation is open to organizations and Bidders/teams licensed or capable of becoming licensed to do business in the state of Washington, who are available for work, and who satisfy the minimum qualifications stated in Section 1.4.

**Solicitation Schedule:**

<b>Solicitation Release Date</b>	<b>March 13, 2015</b>
<b>Intent to Apply/Questions Due from Bidders</b>	<b>March 20, 2015 – 5pm</b>
<b>DOH Response to Questions</b>	<b>March 23, 2015</b>
<b>Complaint/Suggestion Deadline</b>	<b>March 25, 2015 – 5pm</b>
<b>Bid Due</b>	<b>April 6, 2015 – 5pm</b>
<b>Evaluation Period (approximate time frame – includes optional Best and Final Offer period)</b>	<b>April 7 - 17, 2015</b>
<b>Projected Announcement of Apparently Successful Bidder (ASB), posted to WEBS</b>	<b>April 20, 2015</b>
<b>Request for Debriefing Deadline</b>	<b>April 23, 2015 – 5pm</b>
<b>Hold debriefing conferences (if requested)</b>	<b>April 27 - 28, 2015</b>
<b>Award Protest Deadline</b>	<b>May 5, 2015 – 5pm</b>
<b>Response to Protest (if protests are received)</b>	<b>May 19, 2015</b>
<b>Projected Contract Start Date</b>	<b>July 1, 2015</b>

All times shown above are Pacific Daylight Time (PDT).

The DOH reserves the right to revise the above schedule. Revisions (if any) will be made via amendment and posted to the same location as the posting of the original solicitation.

**SOLICITATION COORDINATOR**

The Solicitation Coordinator is the sole point of contact in the DOH for this solicitation. Upon release, all communications in regard to this solicitation shall be directed, via email, to the Solicitation Coordinator or their designee as follows:

Name	Brad Halstead
Mailing Address	Washington State Department of Health P.O. Box 47905 Olympia, WA 98504-7905
Street Address	OR 101 Israel Rd. SE Tumwater, WA 98501
Phone Number	360-236-3904
E-Mail Address	Brad.Halstead@DOH.WA.GOV

Any other communication will be considered unofficial and non-binding on the DOH. Bidders are to rely on written statements issued by the Solicitation Coordinator or their designee. ***Communication directed to parties other than the Solicitation Coordinator may result in disqualification of the Bidder.***



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# 1 INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

**Purpose:** The Washington State Department of Health (DOH) has issued this Request for Grant Applications to solicit applications from qualified entities, through a competitive selection process, with the intent of establishing Children with Special Health Care Needs Neurodevelopmental Center grant agreements.

**Background:** The Washington State Department of Health, Children with Special Health Care Needs (CSHCN) Program has had relationships with Neurodevelopmental Centers (NDC) since the 1970's and contracted with sixteen NDCs for many years. A NDC is a provider of outreach, evaluation, diagnosis, treatment planning and specialized therapies, including but not limited to occupational, physical, and speech therapy, to children with special health care needs. NDCs maintain an informal relationship among themselves to promote coordinated systems of care and provide leadership on neurodevelopmental issues across the state. The Health Care Authority (HCA) has an established Neurodevelopmental Center Medicaid provider category and currently relies on DOH to identify NDCs. A competitive process is now required by DOH to select grant recipients and contractors.

## 1.2 OBJECTIVE

The goal of the Department of Health is to support statewide capacity for quality, community-based, early intervention services for children with special health care needs, through a network of NDCs across the state, emphasizing the needs of low income and Medicaid-eligible children. Selected NDC grant recipients will participate by providing data about the direct services they provide to clients and promoting early intervention services, within the context of a medical home, in their communities. (Direct client services are paid from other funding sources.)

## 1.3 STATEMENT OF WORK

The contractor will perform the work as a result of this Solicitation per the attached Exhibit D-1 – Grant Award and Agreement Statement of Work, which represents the anticipated work to be done at this time. After announcement of the apparently successful bidder, negotiations for a final statement of work may result in minor changes to the activities, tasks, deliverables or due dates as described in Exhibit D-1.

## 1.4 MINIMUM AND DESIRED QUALIFICATIONS

The Bidder must be licensed or capable of becoming licensed to do business in the state of Washington and demonstrate achievement of the following criteria:

- This application is open to those public or private entities that satisfy the following minimum qualification requirements listed the DOH definition of

Neurodevelopmental Center and comply with “Intent to Apply” instructions in Exhibit A.

- The DOH currently defines a Neurodevelopmental Center (NDC) as a non-profit agency, hospital or other organization in Washington State that provides outreach, evaluation, diagnosis, treatment planning, and specialized therapies, including but not limited to occupational, physical, and speech therapy to children up to 20 years of age with special health care needs. Each NDC has a formal relationship with a designated medical director with specialized pediatric training and licensed therapists with pediatric training on staff.

Bidders, who do not meet these qualifications may be rejected as non-responsive and will not receive further consideration. Any bid that is rejected as non-responsive will not be evaluated or scored.

### **1.5 FUNDING**

Available funding will be distributed across the selected group of NDC grant recipients when grant agreements are established. Grant funding methodology will include a base amount of \$9,000 per 12 month period for each selected grant recipient and a formula based on need and service indicators. (See Exhibit E - Proposed Funding Formula Indicators) Any grant agreement awarded as a result of this procurement process is contingent upon the conclusion of the 2015 Legislative Session and passage of the new state budget.

Any contract(s) awarded as a result of this solicitation is contingent upon the availability of funding. If the state funding is eliminated, the DOH will continue to recognize NDCs through non-financial contracts. Annual reporting to DOH will still be required.

### **1.6 PERIOD OF PERFORMANCE**

The period of performance of any contract(s) resulting from this Solicitation is tentatively scheduled to begin on or about **July 1, 2015** and to end on **June 30, 2017**. The DOH reserves the option at its sole discretion to extend the contract(s) through June 30, 2020.

### **1.7 DEFINITIONS**

Definitions for the purposes of this Solicitation include:

**Apple Health for Kids:** The umbrella term for healthcare coverage for certain groups of children that is funded by the state and federal governments under Title XIX Medicaid programs or Title XXI Children's Health Insurance Program, or solely through state funds (including the program formerly known as the children's health program). Funding for any given child depends on the program for which the child is determined to be eligible.

<http://www.hca.wa.gov/applehealth/Pages/default.aspx>

**Bid:** A formal offer submitted in response to this solicitation. Also referenced as application in this document.

**Bidder:** Individual, company, or firm submitting a bid in order to attain a contract with the DOH. Also referenced as applicant in this document.

**Contractor:** Individual or company whose bid has been accepted by the DOH and is awarded a fully executed, written contract or grant.

**CSHCN:** Children with special health care needs are those who have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who require health and related services of a type or amount beyond that required by children generally.

**CSHCN Program:** Located in the Washington State Department of Health, the mission of the Children with Special Health Care Needs (CSHCN) Program is to promote integrated systems of care that assure children with special health care needs have the opportunity to achieve the healthiest life possible and develop to their fullest potential.

<http://www.doh.wa.gov/YouandYourFamily/InfantsChildrenandTeens/HealthandSafety/ChildrenwithSpecialHealthCareNeeds>

**DEL:** Washington State Department of Early Learning

**DEL-ESIT:** Early Support for Infants and Children Program in DEL

<http://www.del.wa.gov/development/esit>

**DOH:** Washington State Department of Health

**FPL:** The Federal Poverty Level is updated annually and issued by the United States Department of Health and Human Services. It is used by various governmental programs to determine client financial eligibility.

**Grant Application:** Exhibit C – NDC Grant Application attached to this document. Also referenced as the application, bid or bid documents and used interchangeably in this document.

**HCA:** Washington State Health Care Authority

**HCA Medicaid:** A federally funded, state-administered medical program in HCA with eligibility guidelines.

**Medical Home:** An approach to providing health care that is accessible, continuous, comprehensive, family-centered, coordinated, compassionate and culturally effective.

**Natural environment:** Settings that are natural or normal for the child's age peers who have no disabilities such as home, neighborhood, or community settings. ("Guidelines for Implementing Early Intervention Services in Natural Environments" October 2001, Washington State DEL, ESIT.)

**NDC:** Neurodevelopmental Center

**NDC Medical Director:** Each NDC has a formal relationship with a designated medical director (MD or DO) with specialized pediatric training (application minimum qualifications).

**Solicitation:** This Request for Qualifications and Quotations (RFQQ) – N20730. This formal solicitation document in which services needed are identified and individuals and firms are invited to provide their qualifications to provide the services and their cost associated with providing these services.

## **2 GENERAL INFORMATION FOR BIDDERS**

### **2.1 INTENT TO APPLY**

You must give written notification to the Department of Health of your Intent to Apply to be eligible to submit a grant application. Failure to submit a Letter of Intent by the date indicated in the solicitation schedule will result in your bid being deemed non-responsive. Reference the Intent to Apply Guidelines – Exhibit A.

### **2.2 QUESTION AND ANSWER PERIOD**

Questions regarding this 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 Solicitation Coordinator.

The DOH will provide written answers for questions received by the question and answer period's deadline. Answers will be posted to the same location as the posting of the original solicitation.

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

If interpretations or other changes to this Solicitation are required as a result of inquiries made during the question and answer period, the Solicitation may be amended. Amendments are posted to the same location as the posting of the original solicitation.

### **2.3 COMPLAINT PROCESS**

Issues or concerns not resolved to a Bidder's satisfaction during the question and answer period may be addressed through a complaint only on the following the grounds:

1. the Solicitation unnecessarily restricts competition;
2. the evaluation or scoring process is unfair or flawed; or
3. the Solicitation requirements are inadequate or insufficient to prepare a response.

A complaint must:

1. be received by the DOH by the date specified in the Solicitation Schedule. Otherwise, an untimely complaint may be rejected without further consideration at the discretion of the DOH; and
2. be sent by email to the Solicitation Coordinator
3. include the Solicitation number and be clearly labeled as "Complaint".

A complaint should:

1. clearly articulate the basis of the complaint consistent with the compliant criteria; and
2. include a proposed remedy.

Upon receipt of a timely complaint, the DOH will consider all the facts available and respond in writing prior to the Response due date and time.

The Solicitation Coordinator shall promptly post the response to a timely complaint on WEBS and other methods of notification as necessary.

The DOH response to the complaint is final and not subject to appeal. Issues raised in a complaint may not be raised again during the protest period.

## **2.4 SUBMISSION OF BIDS**

Bidders are required to submit their bid electronically in PDF format. The bid must be received by the Solicitation Coordinator no later than 5:00 p.m., local time, as specified in the Solicitation Schedule.

Bidders assume the risk for the method of delivery chosen. The DOH assumes no responsibility for delays caused by any delivery service. Bids may not be transmitted using facsimile transmission.

Late bids will not be accepted and will be automatically disqualified from further consideration. All bids and any accompanying documentation become the property of the DOH and will not be returned.

## **2.5 PUBLIC DISCLOSURE PROPRIETARY/CONFIDENTIAL INFORMATION**

All records related to procurements under RCW 39.26 are subject to disclosure; except that bid submissions and evaluations are exempted until the apparent successful bidder (ASB) is announced. Upon announcement of the ASB, all bid submissions and evaluation information will be available via email request at [FSPublicDisclosureRequests@doh.wa.gov](mailto:FSPublicDisclosureRequests@doh.wa.gov).

Any information in the bid that the Bidder desires to claim as proprietary or confidential and exempt from disclosure must be specifically referenced in your bid and included as a separate document and clearly identified as "Proprietary/Confidential Information" at the top of the document. References in your bid documents to proprietary/confidential information must clearly show which part of the "Proprietary/Confidential Information" document you are referring to (for example: "see section A of the Proprietary/Confidential Information section"). Each page of the bid containing the proprietary/confidential information must be clearly identified by the words "Proprietary/Confidential Information" on the lower right hand corner of the page. Marking the entire bid proprietary/confidential and exempt from disclosure will not be honored and the bid will be rejected as non-responsive.

All information that is appropriately marked as proprietary or confidential will be redacted or removed from the bid documents prior to public inspection or disclosure.

## **2.6 REVISIONS TO THE SOLICITATION**

In the event it becomes necessary to revise any part of this Solicitation, an amendment will be made available to all potential bidders at the same location as the posting of the original solicitation.

The DOH also reserves the right to cancel or to reissue the Solicitation in whole or in part, prior to execution of a contract.

## **2.7 MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESS ENTERPRISE PARTICIPATION**

### **Minority and Women Owned Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in Response to this Solicitation or as a subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the competitive procurement solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as condition for receiving an award, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

### **Veteran-Owned Business Enterprise**

The DOH strongly encourages participation of businesses owned by veterans. No minimum level of veteran-owned business participation is required as a condition of receiving an Award and no preference will be included in the evaluation of Responses in accordance with chapter 43.60A RCW.

## **2.8 RESPONSIVENESS**

All bids will be reviewed by the Solicitation Coordinator to determine compliance with administrative requirements and instructions specified in this Solicitation. The Bidder is specifically notified that failure to comply with any part of the Solicitation may result in rejection of the bid as non-responsive.

The DOH also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.9 MOST FAVORABLE TERMS/ BEST AND FINAL OFFER**

The DOH reserves the right to make an award on the original bid submitted or, at its sole discretion, to request a best and final offer from the top contending bidders, as defined by the DOH. The initial bid should be submitted on the most favorable terms which the Bidder can propose. The DOH reserves the right to contact a Bidder for clarification of its bid.

The Bidder should be prepared to accept this Solicitation for incorporation into a contract resulting from this Solicitation. Contract negotiations may incorporate some or all of the Bidder's entire bid. It is understood that the bid will become a part of the official contract file on this matter without obligation to the DOH.

## **2.10 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful bidder will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit C. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances section, Exhibit B to this solicitation. The DOH will review requested exceptions and accept or reject the same at its sole discretion.

## **2.11 COSTS TO PROPOSE**

The DOH will not be liable for any costs incurred by the Bidder in preparation of a bid submitted in response to this Solicitation, in conduct of a presentation, or any other activities related to responding to this Solicitation.

## **2.12 NO OBLIGATION TO CONTRACT**

This Solicitation does not obligate the state of Washington or the DOH to contract for services specified herein. The DOH reserves the right at its sole discretion to reject any and all bids received without penalty and not to issue a contract as a result of this Solicitation.

## **3 BID CONTENTS**

Bids must be submitted via email. The three major sections, including subsections, of the bid are to be submitted in the order noted below:

1. Letter of Submittal
  - a. Signed Certifications and Assurances
2. Letters of Support – one (1) each from executive leadership and medical director
3. Grant Application
  - a. Section I – Agency Description
    - i. Form A –Staff List
  - b. Section II – Client Services and Quality Assurance

- i. Form B - Medicaid-Eligible Clients Served by Age
- ii. Form C – Clients Served by County of Residence
- c. Section III – Financial and Data Management

Bids must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the bid, but should assist the Bidder in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the bid for the bid 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.

As a reminder, information provided in bid documents is subject to public disclosure per section 2.4 of this solicitation. Do not include information in your response that you do not want disclosed to the public.

### **3.1 LETTER OF SUBMITTAL & BIDDER CERTIFICATIONS AND ASSURANCES (MANDATORY)**

The Letter of Submittal and the attached Bidder Certifications and Assurances form (Exhibit B to this Solicitation) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

### **3.2 LETTERS OF SUPPORT (MANDATORY)**

Provide a Letter of Support from your organizations executive leadership demonstrating commitment to providing neurodevelopmental services. In addition, provide a Letter of Support from your organization’s medical director.

### **3.3 GRANT APPLICATION INSTRUCTIONS**

**The services to be provided under this project are:** The goal of the Department of Health is to support statewide capacity for quality, community-based, early intervention services for children with special health care needs, through a network of NDCs across the state, emphasizing the needs of low income and Medicaid-eligible children. Selected NDC grant recipients will participate by providing data about the direct services they provide to clients and promoting early intervention services, within the context of a medical home, in their communities. (Direct client services are paid from other funding sources.)

**Application:** See Exhibit C for specific information to include in your application response. The Grant application is a required element of this application.

**Format:**

- Use standard 8.5” x 11” page size.
- Type your responses using -
  - Margins - one inch (1”), **and**

- Font - not less than 12 point.
- State your organization's name on each page of all copies.
- Number pages in consecutive order starting with page 1-Letter of Submittal.
- Type your responses in the same/identical order and numbering sequence as given in the application document.
- Page limits (response length) are indicated in each section of Grant application.
- Forms may be printed and completed by hand if necessary.

**Narrative:**

- Grant applicants must provide complete, specific and detailed responses to all items in the application.
- Base responses on the instructions and material contained in this grant application. Disregard any other prior materials you have received and any oral representations by any party.
- Assume the independent grant review committee does not know anything about your organization and the services you provide to children with special health care needs.

**Forms:**

- Provide complete and specific responses to all items on the application forms.
- Forms may be printed and completed by hand if necessary.

**Submittal:**

- Your application must arrive at DOH by the application date and time stated in the Solicitation Schedule.
- Required number of copies: 1
- Email the application prepared in the application format described above to: [brad.halstead@doh.wa.gov](mailto:brad.halstead@doh.wa.gov)

## **4 EVALUATION AND CONTRACT AWARD**

### **4.1 EVALUATION PROCEDURE**

Responsive bids will be evaluated strictly in accordance with the requirements stated in this solicitation and any amendments issued. The evaluation of bids shall be accomplished by an evaluation team to be designated by the DOH, which will determine the ranking of the bids.

An independent review committee will be selected to review, evaluate and score grant applications. Review committee members will assign scores based on the quality of the grant application responses. No other information will be supplied or used by the review committee. The DOH reserves the right to select organizations that promote geographic availability of services.

## **4.2 CLARIFICATION OF BID**

The Solicitation Coordinator may contact the Bidder for clarification of any portion of the Bidder's bid.

## **4.3 EVALUATION WEIGHTING AND SCORING**

The following weighting and points will be assigned to the bid for evaluation purposes:

Agency Description: 30 points

Client Services and Quality Assurance: 50 points

Financial and Data Management: 20 points

## **4.4 NOTIFICATION TO BIDDERS**

Upon completion of the evaluation process, all bidders will be notified by email of the status of their bid, whether selected as the apparent successful bidder or not.

## **4.5 DEBRIEFING OF UNSUCCESSFUL BIDDERS**

The request for a debriefing conference must be received by the Solicitation Coordinator within three (3) business days after the announcement of the apparent successful bidder. The request should include a list of bidder attendees including their titles. Debriefing may be conducted either in person, by telephone, or by electronic means, as determined by the Solicitation Coordinator. **The failure of a Bidder to make a timely request and/or attend a debriefing conference shall constitute a waiver of the right to submit a protest.**

Discussion will be limited to a critique of the requesting Bidder's bid. Comparisons between bids or evaluations of the other bids will not be allowed. Debriefing conferences will be scheduled for a maximum of one hour.

## **4.6 PROTEST PROCEDURE**

Bidders protesting this solicitation shall follow the procedures described below. Protests that do not follow these procedures shall not be considered.

This procedure is available to Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) business days to file a protest with the Solicitation Coordinator. The protest must be via email, include the solicitation number, be clearly labeled as "Protest", include a specific and complete statement of facts forming the basis of the protest, and include a description of the relief or corrective action requested.

A protest may be based only on one or more of the following:

- bias, discrimination or conflict of interest on the part of the evaluator
- errors in computing the scores; or
- non-compliance with procedures described in the solicitation document

Protests not based on the above procedural matters will not be considered.

Upon receipt of a protest, a protest review will be held by a DOH agency representative. This representative will be a neutral party who was not involved in the solicitation evaluation and award process. The agency representative will review the protest and all available facts and issue a response within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the estimated additional time needed to respond.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the DOH's action; or
- Find only technical or harmless errors in the DOH's acquisition process and determine the DOH to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the DOH options which may include:
  - Correct the errors and re-evaluate all bids, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate

If the DOH determines that the protest is without merit, the DOH will enter into a contract with the apparently successful bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept the DOH protest decision, the bidder may seek relief from the Superior Court in Washington State.

## **5 SOLICITATION EXHIBITS**

- Exhibit A – Intent to Apply Guidelines
- Exhibit B – Certifications and Assurances
- Exhibit C – NDC Grant Application – including Forms A, B and C
- Exhibit D – Grant/Contract including General Terms and Conditions (GT&Cs) including the sample Statement of Work
- Exhibit E – Proposed Funding Formula Indicators

## ***Intent to Apply Guidelines***

**You must give written notification to the Department of Health of your Intent to Apply to be eligible to submit a grant application.**

### **Intent to Apply Guidelines**

**Intent to Apply Deadline: March 20, 2015, 5:00 pm, PDT**

#### **Required Elements:**

- Applicant's business name and address.
- Name of primary contact person, telephone number, Fax number, email address. This is the person to which all correspondence and communications will be directed. Reminder: email will be the primary method of communication.
- Provide the firm's Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue, or affirm that it will be provided prior to contract signing.
- Name of person authorized to sign legal documents on behalf of your business, binding your organization to a grant agreement, if a different person from the primary contact noted above.
- Minimum qualification requirements: A brief explanation of why your organization meets the definition of a NDC.
 

*The DOH currently defines a Neurodevelopmental Center (NDC) as a non-profit agency, hospital or other organization in Washington State that provides outreach, evaluation, diagnosis, treatment planning, and specialized therapies, including but not limited to occupational, physical, and speech therapy to children up to 20 years of age with special health care needs. Each NDC has a formal relationship with a designated medical director with specialized pediatric training and licensed therapists with pediatric training on staff.*
- Identify any state employees or former state employees employed by the Bidder or on the Bidder's governing board as of the date of the bid. Include the individual's name, the agency previously or currently employed by, job title or position held, and separation date (if applicable). If, following a review of this information, it is determined by the DOH that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.
- If the Bidder has had a contract terminated for default in the last five years, describe such incident including 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. 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. The DOH will evaluate the facts and may, at its sole discretion, reject the bid 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.

- Signed Statement: “My organization meets the minimum qualification requirements of this grant application and I intend to submit an application for the Department of Health, Children with Special Health Care Needs Neurodevelopmental Center Grants.”

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Authorized name typed, title, signature and date

Submit Intent to Apply, to be received by DOH, by **March 20, 2015, 5:00 pm, PDT**  
Email: [brad.halstead@doh.wa.gov](mailto:brad.halstead@doh.wa.gov)

**BIDDER CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the bid 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(s):

1. I/we declare that all answers and statements made in the bid 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 bid.
3. The attached bid is a firm offer for a period of 60 days following receipt, and it may be accepted by the DOH without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this bid, 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 bid or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the DOH will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of the DOH, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal 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 Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Information that has been determined to be proprietary or confidential has been clearly marked and included in this bid as a separate document.
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.
11. I/we declare that we are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions.

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Signature of Bidder

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Title

---

Date

**NDC Grant Application**

**Grant Application**

**I. AGENCY DESCRIPTION**

**Maximum Points: 30**

The Department of Health (DOH), Children with Special Health Care Needs (CSHCN) Program, currently defines a Neurodevelopmental Center as: *A non-profit agency, hospital, or other organization in Washington State that provides outreach, evaluation, diagnosis, treatment planning and specialized therapies, including but not limited to occupational, physical, and speech therapy, to children up to 20 years of age with special health care needs. Each Neurodevelopmental Center (NDC) has a formal relationship with a designated medical director with specialized pediatric training and licensed therapists with pediatric training on staff.*

Items and Questions for Response	Possible Points
Length of response limited to one (1) page or less for each of the following numbered items in this section: 1- 5.	
<b>The intent of this section is to describe how your agency fits the definition of a CSHCN Neurodevelopmental Center.</b>	
1. Give a brief history of your organization, including number of years providing services to children with special health care needs. Please include your mission statement, if available.	Range 0 - 5
2. Describe your experience providing neurodevelopmental services to children with special health care needs. For this application, neurodevelopmental services means providing appropriate therapy at the earliest possible age to children with developmental delay.	Range 0 - 7
3. Describe the duties in your organization of your medical director.	Range 0 - 4
4. Describe your organization’s requirements for continuing education for staff.	Range 0 - 4
5. Describe your organization’s methods of increasing new enrollments.	Range 0 - 4
6. Do you currently have a state grant contract with DOH as a Neurodevelopmental Center?	Yes = 2 No = 0
7. Form A: Complete Staff List Form as Instructed. <b>Required</b> staff categories for a NDC are Medical Director, Physical Therapist, Occupational Therapist, and Speech Therapist, all licensed in Washington State. Identify additional professional staff with pediatric training who currently provide services to children with special health care needs in your organization.	<b>Required</b> staff categories will receive 1 point.  Additional Professional Staff with Pediatric Training  1 – 4 = 1 5 – 8 = 2 9 – 18 = 3

**II. CLIENT SERVICES and QUALITY ASSURANCE**

**Maximum Points: 50**

<b>Items and Questions for Response</b>	<b>Possible Points</b>
Length of response limited to one (1) page or less for each of the following numbered items in this section: 1 -9.	
<b><i>The intent of this section is to description the population currently served by your organization.</i></b>	
1. Describe the demographic data or breakdown of your clients by age and ethnicity.	Range 0 - 5
2. Complete and attach Form B: Number of Children with Special Health Care Needs Served Eligible for HCA-Medicaid.	Form Attached: 1 point
3. Complete and attach Form C, Distribution of Children with Special Health Care Needs Served by County of Residence	Form Attached: 1 point
<b><i>The intent of this section is to describe your organization’s assurance of quality care.</i></b>	
4. Describe the data you have collected over the last two years that demonstrates you are measuring client satisfaction. This may include family satisfaction surveys. Please include a sample of your results if available.	Range 0 - 8
5. Describe your care coordination process, including your ability to identify client needs and refer to additional services if necessary.	Range 0 - 6
6. Describe your commitment to providing culturally competent services to a culturally diverse population.	Range 0 - 6
7. Describe your commitment to a collaborative partnership between professionals and families. For example, how do you assure families are equal partners in their child’s care?	Range 0 - 7
8. Describe the education and training provided to families and/or other providers so they can assist in child’s therapy. Describe your method of evaluating the effectiveness of families providing therapy.	Range 0 - 6
9. Describe the variety of settings where your professional staff provides direct services, assuring services are provided in a natural environment, e.g. settings that are natural or normal for the child’s age peers who have no disabilities such as home, neighborhood, or community settings. If you are not able to provide services in a natural environment, describe how you assure this happens.	Range 0 - 10

### III. FINANCIAL and DATA MANAGEMENT

**Maximum Points: 20**

<b>Items and Questions for Response</b> Length of response limited to one (1) page or less for each of the following numbered items in this section: 1 - 5.	<b>Possible Points</b>
<b>The intent of this section is to describe your organization's current client billing and third-party payer processes.</b>	
1. Describe your method for billing private insurance companies.	Range 0 - 1
2. Describe your method for billing HCA Medicaid fee-for-service and managed care plans (Health Care Authority).	Range 0 - 3
3. Describe the method your agency uses to serve uninsured and underinsured clients.	Range 0 - 3
4. Describe your current or proposed process for collecting, maintaining and reporting client demographic and medical service data. Refer to attachment "Sample-Proposed Statement of Work".	Range 0 - 3
5. Describe how your agency proposes to spend the awarded funding if your agency is awarded grant funding.	Range 0 - 10

Applicant Name: \_\_\_\_\_

**Form A: Staff List**

Please use the following form to indicate time currently spent providing neurodevelopmental services to children with special health care needs by staff in your organization.

* Categories of Professional Staff with Pediatric Training	** Total Hours Worked per Month by Category	Number Employed by Organization	Number Available as Consultant / Subcontractor
<b>Medical Director (MD) or DO (REQUIRED)</b>			
<b>Occupational Therapist (REQUIRED)</b>			
<b>Physical Therapist (REQUIRED)</b>			
<b>Speech Therapist (REQUIRED)</b>			
ABA Therapists			
Advanced Registered Nurse Practitioner (ARNP)			
Audiologist			
Dentist			
Family Resources Coordinator			
Interpreters – Language			
Interpreters – Sign			
Licensed Individual Clinical Social Workers			
Licensed Mental Health Counselor			
Marriage and Family Therapists			
Masters in Social Work (MSW)			
Pediatrician			
Podiatrist			
Psychiatric Advanced Registered Nurse Practitioner (P-ARNP)			
Psychiatrist			
Psychologist			
Registered Nurse (RN)			
Registered Dietitian (RD)			

\* The first four (4) categories indicated as “required” mean those required staff categories needed to meet the definition of a CSHCN Neurodevelopmental Center.

\*\* Number of professionals in category multiplied by number of hours worked each month.

Applicant Name: \_\_\_\_\_

**Form B: Medicaid-Eligible Clients Served by Age**

For calendar year 2014, please enter the number of children with special health care needs in each age category who:

- Received neurodevelopmental services from your organization,
- Are Washington State residents, **and**
- Whose family income is less than 210% of the Federal Poverty Level (FPL), indicating current financial eligibility for Apple Health for Kids through the Health Care Authority (HCA).

Number of clients served in Calendar Year 2014	Client Age Category
	Birth to 3 years of age (Birth to 36 months) (Required)
	Birth to 16 years
	16 to 20 years
	20 years and over (optional)

Applicant Name: \_\_\_\_\_

**Form C: Clients Served by County of Residence**

Grant applicant facility located in \_\_\_\_\_ County.

For calendar year 2014, please enter the number of children with special health care needs served by your organization:

- Age 0-20 years,
- Regardless of income,
- Washington State resident,
- By county of residence.

County where Client resides	Number of Children Served in Calendar Year 2014		County where Client resides	Number of Children Served in Calendar Year 2014
Adams			Lewis	
Asotin			Lincoln	
Benton			Mason	
Chelan			Okanogan	
Clallam			Pacific	
Clark			Pend Oreille	
Columbia			Pierce	
Cowlitz			San Juan	
Douglas			Skagit	
Ferry			Skamania	
Franklin			Snohomish	
Garfield			Spokane	
Grant			Stevens	
Grays Harbor			Thurston	
Island			Wahkiakum	
Jefferson			Walla Walla	
King			Whatcom	
Kitsap			Whitman	
Kittitas			Yakima	
Klickitat				

	<h2 style="margin:0;">GRANT AWARD &amp; AGREEMENT</h2>	<b>DOH GRANT/AGREEMENT NUMBER:</b> <b>NXXXXX</b>
This Agreement is by and between the state of Washington Department of Health (DOH) and the party identified below, hereafter referred to as the "Grantee".		PROJECT TITLE:  SUBRECIPIENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>IT IS THE PURPOSE OF THIS GRANT</b>		GRANTEE LEGAL STATUS  <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit
GRANTEE NAME		GRANTEE DBA
GRANTEE ADDRESS		STATEWIDE VENDOR NUMBER
		FEDERAL TAX ID NO.  UBI NUMBER
GRANTEE CONTACT	CONTACT TELEPHONE	GRANTEE FAX
		GRANTEE E-MAIL ADDRESS
DOH DIVISION	DOH OFFICE	DOH PROGRAM
DOH CONTACT NAME AND TITLE		DOH CONTACT ADDRESS
DOH CONTACT TELEPHONE	DOH CONTACT FAX	DOH CONTACT E-MAIL ADDRESS
<b>Source of Funds</b>		MAXIMUM AGREEMENT AMOUNT
(ST) \$0	(Other) \$0	Total \$
AGREEMENT START DATE		AGREEMENT END DATE
<b>EXHIBITS.</b> The following Exhibits are attached and incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work <input type="checkbox"/> No Exhibit(s).		
The terms and conditions of this Agreement, including all attachments and subsequent amendments constitutes the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DOH only upon signature by DOH.		
GRANTEE SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DOH SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

**GRANT REQUIREMENTS & STATEMENT OF WORK**

The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

**PAYMENT PROVISIONS**

Compensation for the work provided in accordance with this agreement has been established under Exhibit A, Statement of Work. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$X,XXX.00** in accordance with Exhibit A, attached hereto and incorporated herein. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

**BILLING PROCEDURE**

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

**GRANTEE RESPONSIBILITIES**

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

**GENERAL TERMS & CONDITIONS****AGREEMENT ALTERATIONS AND AMENDMENTS**

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

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

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

**ASSIGNMENT**

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

**CHANGE IN STATUS**

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

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

**A. Notification of Confidentiality Breach**

Upon a breach or suspected breach of confidentiality, the Grantee shall immediately notify the DOH Privacy Officer. For the purposes of this Agreement, "immediately" shall mean within one calendar day.

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

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

B. Subsequent Disclosure

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

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

**DEBARMENT**

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

**DISPUTES**

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Grant. Both parties will continue without delay to carry out their respective responsibilities under this grant while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Grantee regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the Office of Contracts Management which shall oversee the following Dispute Resolution Process: DOH shall appoint a representative to a dispute panel; the Grantee shall appoint a representative to the dispute panel; DOH's and Grantee's representatives shall mutually agree on a third person to chair the dispute panel. The dispute panel shall thereafter decide the dispute with the majority prevailing.

A party's request for a dispute resolution must:

- be in writing,
- state the disputed issues,
- state the relative positions of the parties,
- state the grantee's name, address, and his/her department grant number,
- be mailed to DOH Office of Contracts & Procurement, PO Box 47905, Olympia, WA 98504-7905 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.

This dispute resolution process constitutes the sole administrative remedy available under this grant. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.

**GOVERNANCE**

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

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

- a. applicable state and federal statutes and rules;
- b. Exhibit A, statement of work; and grantee's application for funding assistance
- c. any other provisions of the agreement, including materials incorporated by reference.

**HOLD HARMLESS**

The Grantee shall defend, protect and hold harmless the State of Washington, the department, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Grantee or subgrantee, or agents of either, while performing under the terms of this grant. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

**INDEPENDENT CAPACITY**

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

**INDUSTRIAL INSURANCE COVERAGE**

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

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

**NONDISCRIMINATION**

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

**NONDISCRIMINATION LAWS NONCOMPLIANCE**

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

**RECORDS MAINTENANCE**

The parties to this grant shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration or termination. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

**RIGHT OF INSPECTION**

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

**SEVERABILITY**

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

**SUBCONTRACTING**

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

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

**SURVIVABILITY**

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

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:**

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

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

**TAXES**

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

**TERMINATION**

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

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract, subject to renegotiation under those new funding limitations and conditions.

**TERMINATION FOR CAUSE**

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

**WAIVER**

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

EXHIBIT D-1  
STATEMENT OF WORK

**Sample – Grant Statement of Work**

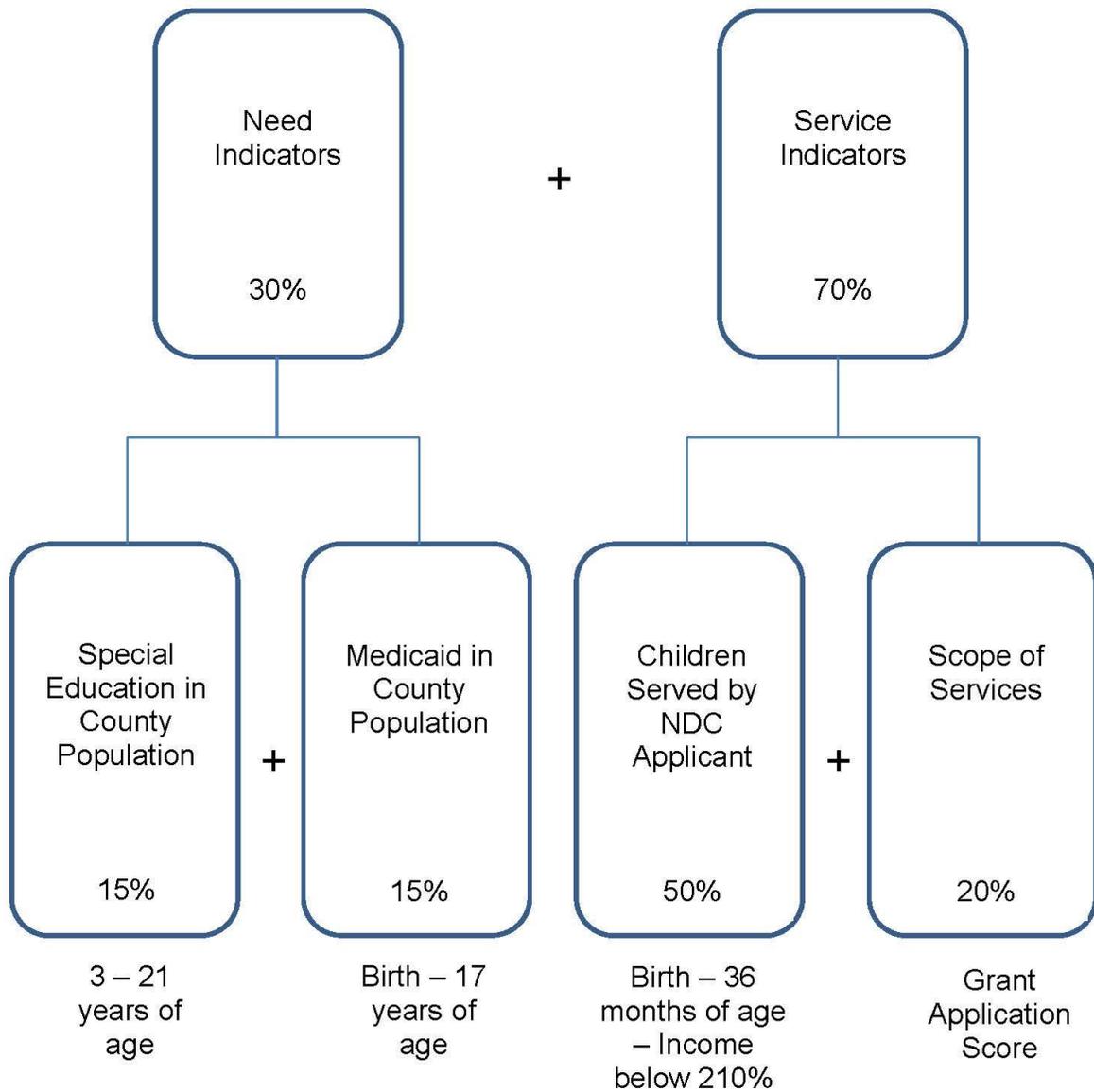
**This sample is provided for informational purposes only to show a proposed statement of work outline.**

\*\*\*\*\*

Provide client data and narrative reports on the following core public health services:

- Direct personal services
  - Number of clients receiving neurodevelopmental services by  
Age  
Income
  - Data on access to neurodevelopmental services by  
Zip code
  - Data on types and number of services provided
  - Coordination and linkages with local CSHCN agencies  
CHIF data collection and reporting
  - Services of Medical Director
  - Family Stories
  
- Infrastructure building services
  - Administrative components  
NDC and CSHCN Program-related meetings and activities

*Proposed Funding Formula Indicators*



*\*Final funding formula to be determined upon conclusion of the 2015 Legislative Session and passage of the new state budget.*