



<b>CONTRACT NUMBER:</b> <b>N21534</b>	<b>SUBRECIPIENT *</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	<b>FFATA FORM REQUIRED</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**INTERAGENCY AGREEMENT**  
**Between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**and**  
**EAST PIERCE FIRE AND RESCUE**

**THIS AGREEMENT** is made by and between the state of Washington Department of Health, hereinafter referred to as DOH, and East Pierce Fire and Rescue, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE:** The purpose of this contract is to participate in key activities of the Washington Psaul Coverdell National Acute Stroke Prevention. Emergency Medical Services will work in partnership with other health care organizations in the continuum of care for stroke, contribute to coordinated quality improvement, improved care coordination and care transitions and stroke excellence for EMS Agencies.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK AND BUDGET:** The Contractor 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, attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance of this Agreement shall commence on Date of Execution and be completed on June 29, 2016, unless terminated sooner as provided herein.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

Information about your organization and this Agreement will be made available on [www.USASpending.gov](http://www.USASpending.gov) by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

**PAYMENT:** Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$20,000.00** 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.

Source of Funds:

Federal	\$20,000.00	State	\$0.00	Other	\$0.00	Total	<b>\$20,000.00</b>
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Contractor agrees to comply with applicable rules and regulations associated with the federal funds.

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

**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.

**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.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at (360) 236-4432. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

**CONTRACT MANAGEMENT:** The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name	<u>Pat Justis</u>
Office	<u>Center for Health Statistics</u>
	<u>Department of Health</u>
	<u>PO Box 47853</u>
	<u>Olympia, WA 98504-7853</u>
Phone:	<u>(360)236-2805</u>

The Contract Manager for the Contractor is:

Name	<u>Russell McCallion</u>
Title	<u></u>
Company	<u>East Pierce Fire and Rescue</u>
	<u>18421 Veterans Memorial Dr E.</u>
Address	<u></u>
City State Zip	<u>Bonney Lake, WA 98391</u>
Phone	<u>253-863-1800</u>

**DISPUTES:** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the

parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

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

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

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

**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.

**PRIVACY:** Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

**RECORDS MAINTENANCE:** The parties to this Agreement 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 years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable

security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHTS IN DATA:** Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**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 Contractor, nor any subcontractors, 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 sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

**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 Agreement 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 Agreement. 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 Agreement 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 Agreement will be terminated retroactive to the original date of termination.

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

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

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

**ALL WRITINGS CONTAINED HEREIN:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME AND TITLE	
DOH CONTRACTING OFFICER SIGNATURE	DATE

**This Agreement has been approved as to form by the  
Attorney General May 1997**

**NOTE:** The Contractor's signature is also required on Attachment 1,  
Federal Certifications and Assurances (pages 19 and 22).

**EXHIBIT A****STATEMENT OF WORK****Exhibit A  
N21534****Subrecipient Statement of Work  
East Pierce Fire and Rescue**

	<b>Item Description</b>	<b>Federal Funding Source #1</b>
1	<b><i>Subrecipient Name (Exactly as listed in DUNS):</i></b> <a href="http://www.SAM.gov">www.SAM.gov</a> Click on the web address above and then click on “search records” tab and enter the sub-recipient’s name in the “Quick Search” box, then press enter.	
2	<b><i>Subrecipient DUNS Number:</i></b> <a href="http://www.SAM.gov">www.SAM.gov</a> A 9 digit number that can be found on the web address above.	829554836
3	<b><i>Federal Award Identification Number (FAIN):</i></b> If a FAIN number is not specifically listed, use “Grant Number” listed on the notice of award.	1 NU58DP006075-01-00
4	<b><i>Federal Award Date:</i></b> Date the federal grant award was issued or the date in the “Date of Award” section on the Federal Notice of Award. (this is not the project or budget period).	7/10/2015
5	<b><i>Start and End Date of the DOH contract:</i></b> Found in the “Period of Performance” section of the contract. (If the start date in the period of performance section is listed as the date of execution (DOE) then refer to the signature page for the date of the last party to sign).	DOE – June 29, 2016
6	<b><i>Amount of Federal Funds Obligated by this action:</i></b> Increase or decrease in federal funds for this subaward agreement only.	\$20,000

**EXHIBIT A**

7	<b>Total Amount of Federal Funds Obligated to the subrecipient by DOH for this subaward (per funding source):</b> Total amount of all federal funds given to the subrecipient for each federal funding source identified.	\$20,000
8	<b>Total Amount of the Federal Award to DOH:</b> <a href="http://ADDS.net">ADDS.net</a> Total of the federal funds awarded to DOH for each federal funding source identified. For total funds awarded to DOH go to the Grants Status Report available by clicking on the ADDS.net link above.	\$750,000
9	<b>Project description as listed on the FFATA form:</b> This can be found on the FFATA form	
10	<b>Name of Federal awarding agency:</b> List both the federal agency and the awarding division (i.e. HHS/Centers for Disease Control and Prevention) Found in the Notice of Award.	DHHS / CDCP
11	<b>Name of the pass-through entity:</b> For grants awarded directly from the federal government to DOH, list "Washington State Department of Health". For grants sub-awarded to DOH by other state agencies, list the agency's name.	Washington State Department of Health
12	<b>Contact information for awarding official – Statement of Work:</b> Name of DOH Program's Contract Manager(s) or project coordinator (this is not the DOH Contract Specialist).	Pat Justis
13	<b>Contact information for awarding official – General Contact:</b> <a href="mailto:dohcon.mgmt@doh.wa.gov">dohcon.mgmt@doh.wa.gov</a> Use the email address listed above.	
14	<b>CFDA Number:</b> Catalog of Federal Domestic Assistance (CFDA) – a five digit number (i.e. 55.555) found on the notice of award.	93.946
15	<b>CFDA Name:</b> <a href="http://www.cfda.gov">www.cfda.gov</a> Click on the web address above, then enter the 5-digit CFDA number on the right hand side in the "keyword or program number" box and hit enter or "search".	WA ST Paul Coverdell Acute Stroke Prevention and Care
16	<b>Is the award Research &amp; Development?</b>	Yes <input type="checkbox"/>

**EXHIBIT A**

	Usually “no”. Check the grant application or notice of award to see if the award is for research and development.	No <input checked="" type="checkbox"/>
17	<b><i>The limiting indirect cost rate for the Federal award, if any:</i></b> Usually “N.A.”, however DOH does have a handful of grants which do have this limitation. If there is a limitation, it will be specified in the award document. Check the grant application or notice of award for an approved indirect rate.	NA
18	<b><i>Certifications and Assurances – all requirements imposed on the subrecipient by the federal awarding agency:</i></b> The contract boilerplate covers all standard certifications and assurances.	
19	<b><i>Are there any additional requirements imposed by the pass through entity (DOH) to meet its own responsibilities to the awarding agency:</i></b> If applicable, this is identified by the DOH program staff writing the contract. This can also be found in the “Statement of Work” section of the contract.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
20	<b><i>Indirect Rate:</i></b> <a href="#">DOH Grant Website</a> Check with entity. If your contract allows indirects, you must use the subrecipient approved indirect rate received by DOH and posted on the DOH Grant website link above. If the entity is using the 10% De Minimis indirect rate, this will be listed in the attached document when you click on the entity’s information.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
21	<b><i>Access to Subgrantee’s accounting records:</i></b> All subrecipients are required to make their accounting records available and accessible to the awarding agency. You can find this requirement in the “Records Maintenance” section of the contract.	
22	<b><i>Closeout Requirement:</i></b> (1) submit all final billings within 60 days of the end of the contract (This is required per standard contract language) (2) submit all required program reports and deliverables within 60 days	



**EXHIBIT A**

	(This is required per standard contract language) (3) dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities (If applicable DOH must be contacted for disposal requirements) (4) additional DOH program specific contract closeout requirements: (If applicable, see SOW for additional closeout requirements)	
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**PURPOSE STATEMENT:**

The sub recipient aka contractor or will participate in key activities of the Washington Paul Coverdell National Acute Stroke Prevention grant awarded by the CDC to Washington Department of Health. Sub recipients must follow all relevant federal laws for this contracted funding. Emergency Medical Services (EMS) will work in partnership with other health care organizations in the continuum of care for stroke, contributing to coordinated quality improvement, improved care coordination and care transitions, and stroke excellence for EMS agencies. All contributing sub-awardees will support the build of a patient linked, integrated data system for stroke.

*Please note: Measures listed under task 3 are “draft” measures from the CDC and may change; in most cases it will be a decrease to drop any measures that are not feasible in the field.*

Project Period: DOE – June 29, 2016

Cost: \$20,000

Task	Task/Activity Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information/Amount
1	Perform gap analysis related to measures, care process design and quality improvements. Template provided by DOH/Stroke Guidance Team (SGT	Brief report on identified gaps which will drive QI goals.	Once/ no more than 45 days after DOE	\$500 one-time only

**EXHIBIT A**

<b>Task</b>	<b>Task/Activity Description</b>	<b>Deliverables/Outcomes</b>	<b>Due Date/Time Frame</b>	<b>Payment Information/Amount</b>
2	Send at least two team members to Pierce County launch session. (may request waiver to send one team member but two strongly preferred)	Attendance sign in QI action plan templates completed at event	Once, in the next month following the event.	\$2,000 one-time only
3	<p>Build capacity and remove barriers to enable reports on the following 8 measures in WEMSIS. Implement a cross-project HIPAA compliant patient identifier for measures to allow for an integrated, linked data system at the patient level</p> <ol style="list-style-type: none"><li>1. % of stroke transports with on-scene &lt; 15 minutes</li><li>2. % stroke transports with blood glucose tested and recorded</li><li>3. % stroke transports where EMS called in a stroke alert pre-notification</li><li>4. % of stroke transports that had stroke screen completed and recorded</li><li>5. % stroke transports that had documented time of LKW</li><li>6. % stroke transports that had documented time of discovery</li><li>7. % stroke transports that had thrombolytic stroke check completed and documented</li></ol>	Data uploads. If initially facing barriers to uploads, document barriers and steps taken that month towards resolution.	Monthly	\$10,650 Maximum, may invoice any amount per month up to the maximum, based roughly on volume of stroke calls.

## EXHIBIT A

Task	Task/Activity Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information/Amount
	8. % of stroke transports where EMS diagnosis agreed with hospital diagnosis			
4	<b>Quality Improvement Activities</b>  4.1 Engage in quality improvement activities for stroke care and care transitions using the Model for Improvement rapid cycle PDSA or another model for quality improvement.	Quarterly progress reports using template	Quarterly	\$750 per quarter for 3 quarters  \$2,250 maximum
	4.2 At least two members participate in Pierce County Community Stroke Team QI meetings, 5 during fiscal year. (may request waiver to send one team member but two strongly preferred)	Attendance logs, synopsis in quarterly reports includes EMS role in community improvement.	Every other month beginning October, may be invoiced for that month or quarterly.	\$500 per meeting, a maximum of \$2,500
	4.3 At least two members participate in monthly one hour Stroke QI Forum calls.  Stroke QI Forum is cross project-both counties. (may request waiver to send one team member but two strongly preferred)	Attendance logs	Monthly	\$200 per call up to a maximum of \$1,600
	4.4 Prepare at least one presentation on stroke quality improvement at your organization. A simple template will be provided, average presentation time 15 minutes.	Completed presentation documents, QI project template and completed presentation in QI Stroke Forum.	One time	\$500

## EXHIBIT A

Task	Task/Activity Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information/Amount
Maximum not to exceed \$20,000				

Monthly deliverables and invoices due not more than 10 days from month closure, quarterly deliverables and invoices due not more than 15 days from close of quarter.

Billing: Contractor will bill the Department of Health as described above for services provided.

**Note: All Payments are contingent upon receipt and acceptance of the deliverables.**

Please mail or email the signed A19 invoice vouchers and deliverables to:

Pat Justis  
Department of Health  
P. O. Box 47853  
Olympia, WA 98504-7853

**FEDERAL COMPLIANCE  
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendments(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: “I. Federal Compliance” and “II. Standard Federal Assurances and Certifications”. In the instance of inclusion of federal funds as a result of an amendment, the contractor may be designate as a “Subrecipient” and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the “Payment” section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer  
Office of Financial Services  
Department of Health  
Post Office Box 47901  
Olympia, Washington 98504-7901

1. **UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document established requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles, and audit requirements are identified by subrecipient organization type.

**Compliance Matrix**

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations & Non-Profit Hospitals	2 CFR 200	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification

requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F.

- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

### CERTIFICATIONS

#### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

## **2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The Dangers of drug abuse in the workplace;
  - 2) The contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

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

Compliance and Internal Control Officer  
Office of Grants Management  
WA State Department of Health  
PO Box 47905  
Olympia, WA 98504-7905

### **3. CERTIFICATION REGARDING LOBBYING**

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure



of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

#### **5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

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

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

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

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

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

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

### **CONTRACTOR'S SIGNATURE IS REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE OR TYPE NAME:	
ORGANIZATION NAME: (if applicable)	DATE

**FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF  
MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE  
SPONSORING AGENCY.**

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42

U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. ☐☐2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ☐☐4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of resi
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**CONTRACTOR'S SIGNATURE IS REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE OR TYPE NAME:	
ORGANIZATION NAME: (if applicable)	DATE